NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

Tuesday, December 16, 2025 at 6:00 PM
1666 Kennedy Causeway, #101, North Bay Village, FL 33141
(In-person and virtual via Zoom. See below for details)

The meeting agenda is available online at:
https://northbayvillage-fl.gov/agendas-minutes

Elected Officials and Village staff will participate from the physical meeting location. Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch or call in to the meeting by following these instructions:

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION: The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The Village highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.
Watch the Public Meeting: https://northbayvillage-fl.gov/videos TV Channel 661 Facebook Live
Participate in the meeting via Zoom: Meeting ID: 891 2658 3746
Listen via telephone to the Virtual Public Meeting: 1-305-224-1968 or 1-929-205-6099
For technical support during the meeting, please contact: (786) 309-4991

PUBLIC COMMENTS

Public comments will be accepted by the following means:

IN-PERSON COMMENTS: Members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

VIRTUAL COMMENTS: ***Public comments will also be accepted during the meeting using the virtual meeting platform.***

VIA E-MAIL TO: publiccomment@nbvillage.com

Interested parties or their authorized representatives may address the Commission and/or Board via written or electronic commentary ("e-comments") by emailing the Village Clerk at least two (2) hours prior to the commencement of the meeting. E-comments will not be read during the meeting but will be distributed to the Village Commission or Board prior to the commencement of the meeting. You may send your concerns with the subject line "PUBLIC COMMENT" and the following information in the body of the email: your name, address, if you are a hired Consultant or Village Employee, and/or if you are engaged in lobbying activities and/or representing an organization.

PUBLIC RECORDS

The meeting will be recorded for later viewing and is a public record. Minutes of the meeting will be taken and will be made available.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY VILLAGE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE VILLAGE CLERK, NORTH BAY VILLAGE, 1666 KENNEDY CAUSEWAY. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171 EXT 45. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT www.northbayvillage-fl.gov.

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT 786-224-8070 NO LATER THAN FIVE DAYS PRIOR TO SUCH PROCEEDING. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT 786-224- 8070 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

LOBBYING ACTIVITIES

Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Village Clerk prior to engaging in lobbying activities per Village Code Sec. 38- 17. ""Lobbyist"" specifically includes the principal, as well as any agent, officer or employee of a principal, regardless of whether the lobbying activities fall within the normal scope of employment of the agent, officer or employee. The term ""lobbyist"" specifically excludes the following persons: lobbyists hired by the Village who are communication with Village personnel in the course of performing under their contracts; attorneys or other representatives retained to represent individuals and corporate entities in quasi-judicial proceedings where the law prohibits ex -parte communications; expert witnesses who only provide scientific, technical or other specialized information or testimony at public meetings; employees of the principal who do not engage in lobbying activities and representatives of non-profit organizations who only appear at publicly noticed meetings, without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support or opposition to any item.

Have questions or need additional information?

E-mail: villageclerk@nbvillage.com

Call: 305-756-7171

North Bay Village

OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
1666 Kennedy Causeway, #101, North Bay Village, FL 33141 (In-person and virtual via Zoom. See below for details) Meeting ID: 891 2658 3746
Tuesday, December 16, 2025
6:00 PM

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the board shall be barred from further appearance before the board by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the commission members present. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. Signs or placards may be disallowed in the commission chamber by the presiding officer. Persons exiting the commission chambers shall do so quietly.

Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Village Clerk prior to engaging in lobbying activities per Village Code Sec. 38-17. "Lobbyist" specifically includes the principal, as well as any agent, officer or employee of a principal, regardless of whether the lobbying activities fall within the normal scope of employment of the agent, officer or employee. The term "lobbyist" specifically excludes the following persons: lobbyists hired by the Village who are communication with Village personnel in the course of performing under their contracts; attorneys or other representatives retained to represent individuals and corporate entities in quasi-judicial proceedings where the law prohibits ex-parte communications; expert witnesses who only provide scientific, technical or other specialized information or testimony at public meetings; employees of the principal who do not engage in lobbying activities and representatives of non-profit organizations who only appear at publicly noticed meetings, without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support or opposition to any item.

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1. Opening Items
A. Call to Order
B. Roll Call
C. Pledge of Allegiance
D. Invocation

2. Order of Business

3. Presentations
A. Proclamations and Awards
B. Special Presentations to Commission

3.A. Presentation of a Proclamation to the Miccosukee Tribe of Indians of Florida

4. **Open Forum**

5. **Approval of Commission Minutes**

5.A. Approval of the Following Meeting Minutes - Village Clerk, Alba L. Chang

* September 16, 2025 - Regular Commission Meeting
* November 13, 2025 - Stormwater Workshop
09.16.2025 - DRAFT .docx
11.13.2025 Stormwater Workshop DRAFT .docx

6. **Advisory Board Minutes/Written Reports.**

7. **Village Commission's Report**

8. **Village Attorney's Report**

9. **Village Manager's Report**

For detailed reporting of the prior month's expenditures, please visit the Finance Department webpage on the North Bay Village website at: NBV Finance Department

9.A. Report on the Solid Waste Services

9.B. Report on AFA Grand Opening Expenses
Groundbreaking Expense .pdf

9.C. Communications & Special Events Report (November 2025)
November 2025 CommunicationsEventsReport.pdf

9.D. Code Enforcement Report (November 2025)
September 2025 CM-Code Report.pdf
October 2025 CM-Code Report.pdf
November 2025 CM-Code Report.pdf

9.E. Traffic Enforcement Report (November 2025)
Monthly Traffic Report (November 2025).pdf

10. **Village Clerk's Report**

10.A. Village Clerk Report for November of 2025

11. **Consent Agenda**
A. Staff Items
B. Proclamation/Award/Village Key Requests

11.A. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN UPDATED FEE SCHEDULE FOR ADMINISTRATIVE SERVICES, BUILDING FEES, AND ZONING FEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission approve the proposed Resolution amending the Master Fee Schedule.

Resolution - Updated Fee Schedule.DOCX
Exhibit A-Master Fee Schedule - December 16 2025 FINAL.docx
Master Fee Schedule - w- Strikethrough.docx

11.B. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR USE OF THE COUNTY SOLID WASTE MANAGEMENT SYSTEM; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission approve the Third Amendment to the Interlocal Agreement with Miami-Dade County for the use of Solid Waste Management System.

Resolution Approving Third Amended Solid Waste ILA.DOCX
Reso Ex A - Solid Waste ILA Third Amendment.docx
MDC Agenda Item No.8M1.pdf
MDC Agenda Item Supplement to No. 8M1.pdf

11.C. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CALVIN, GIORDANO, & ASSOCIATES, INC. FOR GENERAL PLANNING SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission extend the professional services agreement through January 2027.

Resolution Approving Second Amendment For CGA Contract Extension.DOCX
Exhibit A-CGA 2nd Amendment to PSA for General Planning Services-12-07-2025.DOCX
Existing PSA CGA - Planning Services Agreement.pdf
2025.07.15 - -CGA PSA. Amendment - Planning Services.pdf
Exhibit 1A - Fee Schedule Effective 20250101.pdf

11.D. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH IPADDLEMIAMI LLC FOR THE NBV SUP CLUB PROGRAM AT PELICAN HARBOR IN AN AMOUNT NOT TO EXCEED $11,100; WAIVING COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - SPONSORED BY COMMISSIONER DORIS ACOSTA

It is recommended that the Village Commission approve an agreement with iPaddle for a community Paddleboarding Program.

Resolution Approving iPaddle Agreement-12-07-2025.DOCX
Exhibit A-North Bay Village-iPaddle Program Agreement.DOCX
Exhibit B-NBV SUP Club Proposal.pdf

11.E. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING REQUEST FOR PROPOSALS NO. 2026-001 FOR THE PURCHASE AND SALE OF TRANSFERABLE DENSITY RIGHTS (TDRS); AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE DOCUMENTS EFFECTUATING THE TRANSFER OF DENSITY RIGHTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission accept a proposal from Urbanica Capital LLC in response to RFP2026-001 for the Transfer of Density Rights (TDR) and authorize the Village Manager to execute any necessary documents for such sale.

Reso Awarding TDRs RFP 2026-001.DOCX
Urbanica Capital, LLC Proposal .PDF
TDR Pool Tracker (Current as of 071825).pdf

11.F. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING AMONG THE VILLAGE, GRANVITA REALTY GROUP, AND SKYPORTS, INC. RELATING TO VERTIPORTS AND URBAN AIR MOBILITY (UAM); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission authorize the Village Manager to further negotiate the MOU, subject to the Village Attorney's Approval as to form, content, and legal sufficiency.

Resolution Approving Vertiport MOU.DOCX
MOU Skyports-Granvita-NBV Vertiports.DOCX

11.G. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE GRANT OF A PERMANENT NON-EXCLUSIVE 5-FOOT EASEMENT TO THE FLORIDA POWER & LIGHT COMPANY (FPL) FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF ELECTRIC UTILITY FACILITIES AT THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT SITE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.- VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission authorize the Village Manager to execute and grant a utility easement to Florida Power & Light for existing infrastructure at the new Village Hall Public Safety Complex.

Resolution Granting Easement to FPL for Village Hall.DOCX
Reso Exhibit A - FPL Easement for 1335 NBV.DOCX
Easement Ex A - Sketch and Legal.pdf

11.H. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PROPOSAL FROM DOCK & MARINE CONSTRUCTION CORP FOR IMPROVEMENTS TO THE VOGEL PARK MARINE FACILITY PROJECT IN AN AMOUNT NOT TO EXCEED $69,648.00 AND AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONSTRUCTION CONTRACT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND FUNDS IN AN AMOUNT NOT TO EXCEED $85,000 FOR ADDITIONAL IMPROVEMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission approve the Dock & Marine proposal to implement updates to the Vogel Park marine facility for $69,648.00 and authorizing the Village Manager to expend $85,000 for additional improvements to a contractor to be selected.

Resolution Dock and Marine Work Order For Vogel Park Marine Facility.DOCX
Exhibit A -Proposal Vogel Park Marine Facility (FVP).pdf
Vogel park police dock mod-Layout1.pdf

11.I. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING INVITATION TO BID NO. 2025-007 TO ARANGO BILLBOARD AND CONSTRUCTION CO., LLC FOR THE VILLAGE'S KENNEDY CAUSEWAY COMPLETE STREETS SHORT TERM IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $562,262.09; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission authorize the Village Manager to negotiate and enter a Construction Agreement with Arango Billboard & Construction for the Kennedy Causeway Complete Streets Short Term Improvements Project for a contract amount of $562,262.09.

Resolution ITB 2025-007 Complete St.DOCX
Notice Intent to Award - ITB 2025-007.PDF
ITB 2025-007 Bid Comparison 11-05-2025.pdf
Arango Required Proposal Documents.PDF

11.J. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY NORTH BAY VILLAGE TO MODIFY THE SITE PLAN FOR THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX AT 1335 79TH STREET CAUSEWAY, TO PROVIDE FOR A 6-STORY (82-FT. 8 IN. TALL) GOVERNMENT FACILITY; PROVIDING FOR FINDINGS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission approve the Staff request for site plan modification to provide for a 6-story Village Hall and Public Safety Complex.

Resolution -Site Plan Modification - Village Hall.DOCX
Staff Report - Village Hall-Safety Complex.pdf
1. Letter of Intent/Narrative.pdf
2. Sketch of Survey.pdf
3.Village Hall & Safety Site Plan Submittal.pdf

12. First Reading of Ordinances

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to crossexamination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

12.A. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 8, "ZONING," SECTION 8.12, "BONUS HEIGHT," AND CHAPTER 15, "FORM BASED CODE," SECTIONS 15.7.B "SUMMARY TABLE AND ILLUSTRATIONS – T6-24 AND T6-24MU (MUNICIPAL USE)" AND 15.7.C "SUMMARY TABLE AND ILLUSTRATIONS – T6-30" TO PROVIDE FOR HEIGHT BONUSES IN T6-24, T6-24MU, AND T6-30 TRANSECT ZONES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

On December 3, 2025, the Planning and Zoning Board recommended approval of the ordinance as presented.

Ordinance - ULDC Chapter 8 and 15 - T6 Bonus Height.DOCX
Exhibit A - Amending Ch. 8 and 15 - T6 Bonus Height .DOCX
Exhibit B - Amending ULDC Ch. 8 and 15 - T6 Bonus Height.DOCX

MEAI Report CCF - November 2025.docx
2025.11.18 NBV Community Benefit Presentation.pdf
Notice of Public Hearing - MDC Legal Ads 12.03.2025 - PZB.pdf

12.B. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 31 OF THE VILLAGE CODE OF ORDINANCES TO ESTABLISH VARIOUS VILLAGE DEPARTMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission approve the proposed Ordinance on first reading as presented.

Ordinance Creating New Departments.DOCX
Exhibit A-Village Dept Ordinane Text Amendment Chapter 31.DOCX
Organization Chart.docx

13. Public Hearings

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

13.A. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 15.3 "SPECIFIC TO TRANSECT ZONES – KENNEDY BOULEVARD DISTRICT (KBD)" OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE TO PROVIDE FOR EXTENSIONS OF APPROVALS OF TEMPORARY STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

It is recommend to approve, on second reading, the request to amend Section 15.3 "Specific to Transect Zones, Kennedy Boulevard District (KBD)" of the Unified Land Development Code as presented.

Ordinance -Temporary Structure- Food Trucks.DOCX
BIES - Temporary Structures - Posted 12.02.2025.pdf
Notice of Public Hearing- MDC Legal Ad 12.03.202.pdf

13.B. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE BY CREATING A NEW DIVISION 4, "REASONABLE ACCOMMODATION PROCEDURES" AND A NEW SECTION 4.25, TO ESTABLISH PROCEDURES FOR CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE ATTORNEY HAYDEE SERA

It is recommended that the Village Commission adopt the proposed Ordinance on second reading.

Ordinance Certified Recovery Residences-First Reading.DOCX
Exhibit A - Recovery Residences-Text Amendment.DOCX
BIES - Certified Recovery Residence-Posted 12.2.2025.pdf
Notice of Public Hearing - MDC Legal Ads 12.03.2025.pdf

14. Discussion/Action Items

A. Unfinished Business
B. New Business

14.A. Discussion and Direction on Issuing a Notice to Condominiums to Open their Island Walks - Sponsored by Commissioner Andy Daro
Island Walk - Maintenance Plan.pdf

14.B. Discussion on Keeping the Village Design Lights On Year-Round - Sponsored by Commissioner Doris Acosta

15. Adjournment

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ITEM NO. 3.A

North Bay Village
Recommendation Memorandum

DATE: December 16, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Mayor Rachel Streitfeld

SUBJECT: Presentation of a Proclamation to the Miccosukee Tribe of Indians of Florida

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Mayor Streitfeld and the Commission wish to recognize the Miccosukee Tribe of Indians of Florida for their generous contributions to the Village residents.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ITEM NO. 5.A

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: December 16, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Approval of the Following Meeting Minutes - Village Clerk, Alba L. Chang

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RECOMMENDATION

* September 16, 2025 - Regular Commission Meeting
* November 13, 2025 - Stormwater Workshop

BACKGROUND AND ANALYSIS

The Village Commission held a meeting, and Minutes are being provided for the Commission's consideration and approval for the following :

* September 16, 2025 - Regular Commission Meeting
* November 13, 2025 - Stormwater Workshop

It is recommended that the Village Commission approve the meeting minutes, as presented.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ATTACHMENTS

09.16.2025 - DRAFT .docx
11.13.2025 Stormwater Workshop DRAFT .docx

NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING MINUTES
SEPTEMBER 16, 2025, | 6:30 PM
1666 KENNEDY CAUSEWAY, SUITE 101, NORTH BAY VILLAGE, FL 33141
(IN-PERSON AND VIRTUAL VIA ZOOM. SEE BELOW FOR DETAILS)
ZOOM MEETING ID: 891 2658 3746

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1. Opening Items

A. ***Call to Order*:**

Mayor Streitfeld called the meeting to order at 6:30 p.m.

B. ***Roll Call*:** Present were the following Commission Members –

- Mayor Rachel Streitfeld
- Vice Mayor Goran Cuk
- Commissioner Doris Acosta
- Commissioner Richard Chervony
- Commissioner Andrew Rotondaro

C. ***Pledge of Allegiance***

- The *Pledge of Allegiance* was recited.

D. ***Invocation*:** None

2. Order of Business

Mayor Streitfeld suggested the following order of business

- For discussion purposes, combine Items 11A and 12E [Sunbeam].
- Item 12A [Pool Variance] afterward, as a courtesy to the Village members waiting to speak on the matter.
- Discuss items 12B, 12C, and 12D [8000 E Drive] together.
- Defer item 10F to October.
- Pulled from consent agenda for discussion items 10A, 10C, 10D, 10G, 10H, 10I, and 10K.
- Village Manager Frank Rollason asked to defer item 10I until October.

DRAFT

ACTION: Commissioner Chervony made a motion to approve the Order of Business. Vice Mayor Cuk seconded it, and it passed by unanimous voice vote.

3. Presentations

A. Proclamations and Awards

B. Special Presentations to Commission

4. Open Forum

- Pablo Martinez Diente – 1865 79 Street Causeway
- Javier Perez – 7900 Harbor Island Drive
- Patty Villa – 7901 Hispanola Avenue

5. Approval of Commission Minutes

5.A Approval of the Following Meeting Minutes - Village Clerk, Alba L. Chang:

A. 06.17.2025 – Regular Commission Meeting
B. 07.15.2025 – Regular Commission Meeting
C. 07.24.2025 – Budget Workshop II
D. 08.20.2025 – Budget Workshop III

ACTION: Commissioner Chervony made a motion to approve the meeting minutes. Vice Mayor Cuk seconded it, and it passed by unanimous voice vote.

6. Village Commission's Report

Commissioner Acosta:

- Commissioner Acosta expressed sympathy for all lost to gun violence and expressed the need for more gun control.
- She thanked the police department for their continuous hard work during the last month.
- Hispanic Heritage Month: She expressed thanks to the Village's Hispanic Community.
- FY 2025-2026: She thanked staff for their tireless efforts and said she supports all efforts to create an accurate budget that is transparent and feasible.
- Summer Interns: Commissioner Acosta praised the interns who participated in the Village's first internship program and will report further during the October Regular Commission Meeting.
- Garden of Essence Exhibit: Will remain open until September 30, 2025, at Civic Park.
- Paddleboard Club: She is preparing to continue the recreational program next year.
- UPS: Commissioner Acosta attended the grand opening of NBV's newest business.
- Site Visits: She praised staff for the quick turnaround time to repair/improve all issues she discovered during her frequent site visits.
- Resident Services Board: She has been involved in conversations to have a local gym owner sponsor the 5K event.

Commissioner Richard Chervony: Commissioner Chervony offered a special prayer in honor of the Jewish Holiday Aseret Yemei Teshuvah [Days of Awe].

Commissioner Andrew Rotondaro: Deferred

Vice Mayor Cuk: Vice Mayor Cuk asked for a moment of silence in memory of Charlie Kirk and condemned political violence.

He also praised the success of the Garden of Essence installation and promoted National Night Out on October 7, 2025. Finally, he also took time to recognize the Village's Hispanic Community in honor of Hispanic Heritage Month.

Mayor Streitfeld: She deferred her report in the interest of time, but mentioned she attended the FLC Annual Conference and asked for a Stormwater Workshop to be scheduled for October.

7. Village Attorney's Report

Village Attorney Haydee Sera updated the Commission on the following matters:

A. 1353 LLC: Depositions begin next week, and the projected trial date will be December 29, 2025.
B. J. Javitt: The Village won the case in the 11th Judicial Court in June, but the Plaintiff requested an additional review by the 3rd District Court.

Village Attorney Haydee Sera requested an Executive Session with the Village Commission to discuss both cases, if necessary.

8. Village Manager's Report

For detailed reporting of the prior month's expenditures, please visit the Finance Department webpage on the North Bay Village website at: NBV Finance Department.

8.A Communications & Special Events Report (August 2025)
8.B Code Enforcement Report (July & August 2025)
8.C Traffic Enforcement Report (August 2025)

Village Manager Rollason called for a Second Regular Commission Meeting to address unfinished matters before the closing of FY 2024-2025, scheduled for September 29, 2025, immediately after the Final Budget Hearing.

9. Village Clerk's Report

9.A Village Clerk Report for July and August of 2025

10. Consent Agenda

A. Staff Items
B. Proclamation/Award/Village Key Requests

10.B A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH MIAMI-DADE COUNTY FOR FIRE RESCUE STATION 27 AT THE NEW VILLAGE HALL/PUBLIC SAFETY COMPLEX; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

10.E A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RESCINDING RESOLUTION NO. 2025-070; FINDING THAT ACQUISITION, THROUGH NEGOTIATED CONVEYANCE, OR THE USE OF EMINENT DOMAIN OF PRIVATE PROPERTY DESIGNATED AS PARCEL 1 (PERMANENT EASEMENT) DESCRIBED IN EXHIBIT "A" AND LOCATED AT 1356 BAY TERRACE, SERVES A PUBLIC PURPOSE AND IS NECESSARY FOR

CONSTRUCTION OF STORMWATER PUMP STATION IMPROVEMENTS ON NORTH BAY ISLAND; AUTHORIZING THE VILLAGE ATTORNEY AND OTHERS ACTING ON THEIR BEHALF TO INITIATE EMINENT DOMAIN PROCEEDINGS, IF NEEDED; AUTHORIZING THE VILLAGE MANAGER, VILLAGE ATTORNEY, AND OFFICIALS ACTING ON THEIR BEHALF TO RETAIN EXPERT WITNESSES AND CONSULTANTS, AND TO TAKE ALL FURTHER ACTIONS THAT ARE REASONABLY REQUIRED TO ACQUIRE THE PRIVATE PROPERTY DESCRIBED IN EXHIBIT "A" AND IMPLEMENT THE PURPOSES OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON.

10.J A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE ISSUANCE OF A WORK ORDER FOR $81,310.00 TO ARDURRA GROUP, INC. FOR PROFESSIONAL SERVICES RELATED TO THE 2024 AND 2025 NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) ANNUAL REPORT AND PUBLIC INVOLVEMENT OUTREACH ACTIVITIES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON.

10.L A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING CHANGE ORDER NO. 3 IN THE AMOUNT OF $15,956.84 AND CHANGE ORDER NO. 4 IN THE AMOUNT OF $17,292.68 TO THE CONSTRUCTION AGREEMENT WITH FLORIDA ENGINEERING AND DEVELOPMENT CORP. FOR UNFORESEEN CONDITIONS RELATING TO THE TREASURE ISLAND ADA IMPROVEMENTS PROJECT PURSUANT TO INVITATION TO BID NO. 2022-006, FOR A TOTAL AMOUNT NOT TO EXCEED $33,249.52; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON.

ACTION: Commissioner Chervony made a motion to approve the Consent Agenda. Vice Mayor Cuk seconded it, and it passed by unanimous voice vote.

The following agenda items were deferred to the October Regular Commission Meeting.

~~10.F **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH 7922 EAST DR LLC FOR THE LEASE OF VACANT REAL PROPERTY GENERALLY LOCATED AT 7927-7931 EAST DRIVE FOR THE VILLAGE'S USE FOR CONSTRUCTION STAGING AND OPERATIONS DURING VILLAGE HALL CONSTRUCTION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE – VILLAGE MANAGER, FRANK ROLLASON.**~~

~~It is recommended that the Village Commission approve the proposed Lease Agreement with 7922 East Dr LLC to serve as a staging area for the construction of the new Village Hall and to accommodate Village offices during the project's duration.~~

~~10.H **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING AND AUTHORIZING EXPENDITURES TO CHIN DIESEL, INC. FOR SOIL REMOVAL SERVICES IN AN AMOUNT NOT TO EXCEED $200,000;**~~

~~**PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON.**~~

~~It is recommended that the Village Commission ratify of the Village Manager's approval for expenditures associated with contaminated soil disposal services with Chin Diesel at the Village Community Center site in an amount not to exceed $120,000.00, and add an additional amount of $80,000.00 as later deemed necessary by staff for a total amount not to exceed $200,000.00.~~

10.I ~~**A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR POST DESIGN AND CONSTRUCTION BID ASSISTANCE SERVICES FOR THE BAYWALK NORTH PLAZA PROJECT IN AN AMOUNT NOT TO EXCEED $74,485.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. – VILLAGE MANAGER FRANK ROLLASON.**~~

~~It is recommended that the Village Commission approve the issuance of a work order to Kimley-Horn and Associates, Inc. for post design and construction bid assistance services for the Bayalk North Plaza in an amount not to exceed $74,485.00.~~

11. First Reading of Ordinances

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request that the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further details of the quasi-judicial procedures may be obtained from the Village Clerk.

11.A **AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING "APPENDIX A, SUNBEAM NBV SPECIAL AREA PLAN" OF THE UNIFIED LAND DEVELOPMENT CODE TO ADDRESS WORKFORCE HOUSING REQUIREMENTS AMONG OTHER PROVISIONS, APPLICABLE TO PROPERTIES ZONED "SUNBEAM SPECIAL AREA PLAN;" PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON.**

Staff finds that the proposed text amendments to "Appendix A – Sunbeam NBV Special Area Plan" comply with the applicable criteria outlined in Section 4.19 of the ULDC, as amended by Ordinance 2025-003. Staff have no technical objection to the proposed amendments and recommend **approval** of the application request.

The Planning and Zoning Board on September 3rd, 2025, voted to recommend approval of the request to amend "Appendix A, Sunbeam NBV Special Area Plan" of the Unified Land Development Code as presented with the following recommended modification:

Recommendation of construction hours to be amended to 7:30 a.m. - 6:00 p.m. during the summer.

The Planning and Zoning Board also made a separate motion and voted to recommend that Sunbeam engage with the Village to explore options to activate the north lots on the causeway for public use.

As approved by the Commission during the Order of Business, Items 11A and 12E were heard together as they are both part of the Sunbeam Corporation's construction project.

Village Clerk Alba Chang read items 12E and 11A into the record.

Mayor Streitfeld structured this discussion as follows:

1. The Village will present its findings.
2. The applicant will present its changes and requests.
3. Public Forum will open.
4. If needed, the applicant will answer the public forum's questions.
5. The Commission will begin its discussion, and a motion will be voted upon.

Village Attorney Tony Recio read the legalities of items 11A and 12E together into the record and confirmed with Village Clerk Chang that advertising and public notice requirements have been met.

The following members of the dais reported *ex-parte* communications with the applicant: Commissioner Acosta, Commissioner Chervony, Commissioner Rotondaro, Vice Mayor Cuk, and Mayor Streitfeld.

Village Planner Jim Hickey presented the applicant's application for items 12E and 11A:

He explained that these amendments are text amendments only. It is not going to amend the conceptual site plan that has already been approved.

The proposed tax amendments will allow for the following:

1. Allows for an increase in the height of rooftop equipment.
2. Allows for the increase in the overall roof area that the rooftop equipment can occupy.
3. Increases the pedestal height for Sunbeam NBV North.
4. Adds clarifications to the Density Bonus Program in coordination with the Development Agreement.
5. Establishes regulations for construction hours.

The proposed amendment for the rooftop amendment is the following:

Increases the coverage from 20 percent to 50 percent of architectural features, roof structures, and rooftop equipment required to operate and maintain the building. It also increases the allowable height from 20 feet to 30 feet.

The proposed pedestal amendments are as follows:

1. Clarifies that the height of the pedestal for Sunbeam NBV South shall continue to be limited to seven stories/100 feet. The height of the pedestal for the north side shall be limited to 10 stories/120 feet.

2. It establishes permitted construction hours and prohibits loud construction noise at certain times, unless there is an emergency as determined by the Village Manager.

The proposed amendments for the Workforce Housing Program are as follows:

The density bonus program and the Community Contribution fees associated with the Site Approval Plan [SAP] shall be subject to the term of the amended Sunbeam North Bay Village SAP Development Agreement.

Sunbeam attorney Leanna Kozlowski from Shubin Law Group was present at the meeting to address the Commission.

Ms. Kozlowski said the proposed amendments will be included as part of the Development Agreement and that her client is providing a robust community benefits package to the Village.

Mayor Streitfeld opened the floor to public comments.

Danny Goldberg – 7544 W Treasure Drive
Wallace Wilcox – 7928 E Drive

Upon there being no further public comments, Mayor Streitfeld closed the floor.

Commissioner Chervony mentioned that the Village has recommended construction hours to be from dawn to dusk, and he expressed his support for the proposed amendments.

Commissioner Daro proposed adding composite fencing along the north side parcels to enhance Village branding and beautification.

Commissioner Acosta agreed with his fellow Commissioners and encouraged the applicant to activate the north side parcel, beginning with Island Walk.

Village Attorney Recio noted that there is a provision regarding activation of use, allowing the applicant to start events once a Certificate of Occupancy has been issued.

Commissioner Acosta also suggested a $200,000 contribution toward the park and the construction of a bathroom.

Vice Mayor Cuk voiced support for the proposed amendments and the conveyance of a public park.
Mayor Streitfeld expressed approval of the proposed amendments as presented.

Applicant Andy Asin addressed the Commission, stating that the intention is to maintain the same construction hours. He also shared that he has hired a company to clean up the properties.

Mayor Streitfeld inquired about the project timeline.

Mr. Asin responded that he fully intends to adhere to the current timeline.

11.E **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT, PURSUANT TO SECTIONS 163.3221 THROUGH 163.3243, FLORIDA STATUTES, AND SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, TO REPLACE THE PREVIOUSLY APPROVED SUNBEAM DEVELOPMENT AGREEMENT GOVERNING THE DEVELOPMENT OF A MIXED-USE PROJECT CONSISTING OF RESIDENTIAL, OFFICE, COMMERCIAL, HOTEL/LODGING, AND CIVIC USES ON CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBERS 23-3209-000-0010, 23-3209-000-0200, 23-3209-000-0201, 23-3209-000-0020, 23-3209-000-0030, 23-3209-000-0031, 23-3209-000-0040, 23-3209-000-0161, 23-3209-010-0240, AND 23-3209-010-0270, LEGALLY DESCRIBED IN EXHIBIT "A" TO THE PREVIOUSLY APPROVED DEVELOPMENT AGREEMENT; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON**

ACTION: Commissioner Chervony made a motion to approve item 12E on *first reading* with the Commission recommendations. Commissioner Rotondaro seconded the motion.

Upon roll call vote, the motion passed 5 – 0 with Commissioner Chervony, Commissioner Rotondaro, Commissioner Acosta, Vice Mayor Cuk, and Mayor Streitfeld voting for.

12. Public Hearings

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request that the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further details of the quasi-judicial procedures may be obtained from the Village Clerk.

12.A **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/ APPROVING WITH CONDITIONS/DENYING] A VARIANCE APPLICATION BY JULIO CESAR ALONSO CHOCHO FOR PROPERTY LOCATED AT 1540 N TREASURE DR (FOLIO NO. 23-3209-009-0770) TO ALLOW A POOL WITHIN THE REQUIRED REAR/EASEMENT AND SIDE SETBACKS, WHERE SECTION 8.17.M.2.B OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) REQUIRES A SETBACK OF AT LEAST 7.5 FEET FROM THE REAR EASEMENT AND 15 FEET FROM SIDE PROPERTY LINE; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

The Planning and Zoning Board on September 3rd, 2025, voted to recommend approval of the variance request, as presented by Staff. Should the Commission approve the variance, it is recommended that the approval be subject to the conditions presented by the Staff.

Item 12A was heard next as a courtesy to the property owner, who was waiting.

Village Clerk Chang read the Resolution into the record.

Village Planner Jim Hickey presented the variance request to permit a pool within the required rear/easement and side setbacks. He also provided a list of conditions the Commission should consider for approval of this request.

He explained that while Village staff recommends denial of the variance application, the Planning & Zoning Board voted to recommend approval of the request.

The applicant attorney, Michael Snyder, came forward to address the Commission and provided a detailed summary of the proposed variance request of a fiber pool that is currently installed in the easement and side setbacks of the property.

Vice Mayor Cuk inquired about the potential liabilities if the Commission were to approve the request. Village Attorney Tony Recio responded that overhead utility wires are located above the pool.

Commissioner Chervony noted that Code Enforcement Officer Maria Tovar observed the violation in progress and instructed the property owner to halt the work. However, when Officer Tovar returned to the property on October 1, 2025, she found that the pool had already been installed.

Commissioner Daro suggested the property owner pay double the permit fee and the code fines.

Village Attorney Recio suggested that if the Commission entertains an approval, then it would have to be a restrictive covenant recorded with Miami-Dade County.

MOTION: Vice Mayor Cuk made a motion to ***deny*** the variance application. Commissioner Acosta seconded the motion.

Upon roll call vote, the motion passed 4-1, with Vice Cuk, Commissioner Acosta, Commissioner Chervony, and Mayor Streitfeld in favor, and Commissioner Daro opposed.

12.B AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030), FROM RM-70 HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL DISTRICT TO "8000 EAST SPECIAL AREA PLAN"; AMENDING THE UNIFIED LAND DEVELOPMENT CODE TO CREATE "APPENDIX D, 8000 EAST SPECIAL AREA PLAN" TO PROVIDE SPECIFIC ZONING REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

At this time, Commissioner Andy Rotondaro recused himself from the dais for items #12B, #12C, and #12D. He explained that he is recusing himself due to his involvement with the sale of the properties.

In the interest of time, the following items were discussed together.

Village Clerk Chang read the ordinance and resolutions title into the record for items #12B, 12C, and 12D.

Village Planner Jim Hickey addressed the Commission and provided a detailed overview of the proposed project and highlighted the applicant's request.

Village Attorney Tony Recio clarified that the applicant has paid for 76 Transferable Density Rights.

Mayor Streitfeld opened the floor to public comment

- Pedro Galdamez
- Zachary Thompson
- August Lauster
- Martin Ogawa

There being no further requests from the public, and public comments were closed.

Mayor Streitfeld asked about the height of the podium, and the applicant's attorney Mario Serra responded that it was five stories in height.

Vice Mayor Cuk asked about the traffic impact. Mr. Serra responded that the level of service would be affected, but to an acceptable standard.

Peak hours
Morning: 7:00 am to 9:00 am
Afternoon: 4:00 pm to 6:00 pm.

Commissioner Chervony requested that a community contribution fee of $500,000 be transferred earlier.

Applicant Attorney Mr. Serra responded that the applicant would provide the contribution fee by May of 2026.

Mayor Streitfeld requested the developer to make any necessary infrastructure repairs needed to provide service. If there is a condition of the pipes, leaks, or infiltration, those repairs will be made by the applicant.

Mayor Streitfeld also encouraged the applicant to join the Clean Marina Program. Mr. Serra responded that the applicant would join the program.

Vice Mayor Cuk suggested removing the outer slips for boats from the project. Mr. Serra responded that the applicant was willing to remove one row of boat slips for a total of 7 rows by removing the closest slip to the seawall.

There was a detailed discussion on a request for the applicant to make a community contribution towards a traffic circle for Harbor Island; a dock master to attend to the Marina, and the timeline for payments when the applicant was issued a Temporary Certificate of Occupancy for each tower.

There was a brief discussion on the $1,000,000 contribution for the design of a traffic circle.

Mr. Serra proposed that the $1,000,000 contribution be divided between the two towers, with $500,000 due upon the issuance of the Temporary Certificate of Occupancy (TCO) for each.

Attorney Mario Serra agreed to a $1,000,000 community contribution to be split.

- $500,000 at TCO for each tower.
- A part-time dock Master will be available for the Marina.

There was Commission consensus to include language in the Development Agreement requiring the developer to provide the Village Manager with at least 24 hours' notice before any concrete pour and to coordinate efforts to minimize noise and traffic impacts.

MOTION: Commissioner Chervony made a motion to approve the ordinance on second reading. Commissioner Acosta seconded the motion.

Upon roll call vote, the motion passed 4-0, with Commissioner Chervony, Commissioner Acosta, Vice Cuk, and Mayor Streitfeld in favor.

12.C A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY HARBOR ISLAND DEVELOPMENT COMPANY LLC TO PERMIT A RESIDENTIAL DEVELOPMENT CONSISTING OF TWO MULTIFAMILY RESIDENTIAL TOWERS, A PARKING STRUCTURE, MARINA, AND CIVIC SPACE, LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030); PROVIDING FOR FINDINGS, CONDITIONS, LIMITATION OF APPROVAL, IMPLEMENTATION, AND AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

MOTION: Commissioner Chervony made a motion to approve the ordinance on second reading. Vice Mayor Cuk seconded the motion.

Upon roll call vote, the motion passed 4-0, with Commissioner Chervony, Vice Mayor Cuk, Commissioner Acosta, and Mayor Streitfeld in favor.

Commissioner Rotondaro recused himself from this item.

12.D A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH HARBOR ISLAND DEVELOPMENT COMPANY LLC FOR THE PROPERTIES LOCATED AT 8000 EAST DRIVE (FOLIO NO. 23-3209-001-0020 AND 23-3209-001-0024) AND 7946 EAST DRIVE (FOLIO NO. 23-3209-001-0030) RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT CONSISTING OF TWO MULTIFAMILY RESIDENTIAL TOWERS, A PARKING STRUCTURE, MARINA, AND CIVIC SPACE PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON.

MOTION: Commissioner Chervony made a motion to approve the ordinance on second reading. Vice Mayor Cuk seconded the motion.

Upon roll call vote, the motion passed 4-0, with Commissioner Chervony, Vice Mayor Cuk, Commissioner Acosta, and Mayor Streitfeld in favor.

Commissioner Rotondaro recused himself from this item.

At this time, the following items were taken for discussion.

10.K A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO EXP US SERVICES, INC. FOR AS-NEEDED OWNER'S REPRESENTATIVE SERVICES FOR THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT IN AN AMOUNT NOT TO EXCEED $250,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON.

Mayor Streitfeld read the Resolution title into the record.

Mayor Streitfeld explained that she removed this item from the consent agenda for discussion to ensure the Commission is fully informed about the major items being ratified. She emphasized that she is being both cautious and efficient with the Village's spending.

Ms. Carmen Olazabal of EXP clarified that while the proposed work order is for $250,000, all invoices will be for as-needed services in her role as the owner's representative. The Village is planning for about 10 months of project management services, but she does not expect to invoice for the full approved amount.

ACTION: Mayor Streitfeld made a motion to approve the work order for EXP US Services Inc. Vice Mayor Cuk seconded the motion.

Upon roll call, the motion passed 5-0, with Mayor Streitfeld, Vice Mayor Cuk, Commissioner Acosta, Commissioner Chervony, and Commissioner Rotondaro voting for.

10.G A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR SOIL MANAGEMENT PLAN SERVICES FOR THE 1851 GALLEON STREET COMMUNITY CENTER PROJECT IN AN AMOUNT NOT TO EXCEED $668,890.00 - VILLAGE MANAGER FRANK ROLLASON.

Mayor Streitfeld introduced the resolution and inquired about the source of funding for these expenses. She also asked how much has been spent so far on Kimley-Horn and Associates' soil management services, and how much additional funding might be required.

Village Manager Frank Rollason explained that soil management services were part of "a portion" of the original project scope. However, the soil mitigation was unexpected and turned out to be quite expensive. The work involved three phases: demolishing the building, mitigating soil on about two-thirds of the site, and removing the soil.

Bill Spinner clarified that Chin Diesel is the vendor that actually hauls and removes the contaminated soil off-site.

ACTION: Commissioner Chervony made a motion to approve the resolution. Vice Mayor Cuk seconded the motion.

Upon roll call vote, the motion passed 5-0 with Commissioner Chervony, Vice Mayor Cuk, Commissioner Acosta, Commissioner Rotondaro, and Mayor Streitfeld voting for.

10.A A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING EXPENDITURES AND APPROVING AND AUTHORIZING PAYMENTS RELATED TO THE GROUNDBREAKING OF THE VILLAGE'S COMMUNITY CENTER IN THE AMOUNT OF $53,305.91; PROVIDING FOR IMPLEMENTATION; AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025, TO APPROPRIATE FUNDS FOR COMMUNITY CENTER PROJECT RELATED EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

It is recommended that the Village Commission ratify the $53,305.91 of expenditures associated with the Community Center Groundbreaking Event and approve and authorize payment of a pending invoice.

Village Manager Rollason requested that the Village Commission ratify the expenditures and approve the outstanding payment related to the community center groundbreaking event. This included the tent setup, which cost $25,000 and has not yet been paid.

Mayor Streitfeld expressed concern about the significant use of Village resources, noting that staff time from multiple department directors was involved.

Mayor Streitfeld asked the Village to invoice AFA for all of the Village expenses, Staff Time, off-duty police, and permitting.

ACTION: Commissioner Chervony made a motion to approve the resolution, including a Village invoice for Village services provided during the event. Commissioner Acosta seconded the motion.

Upon roll call vote, the motion passed 5-0 with Commissioner Chervony, Commissioner Acosta, Commissioner Rotondaro, Vice Mayor Cuk, and Mayor Streitfeld voting for.

10.D A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF THE REAL PROPERTY LOCATED AT 7501 NORTHEAST 3 PLACE, MIAMI, FLORIDA 33138; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON.

ACTION: Mayor Streitfeld made a motion to approve the resolution. Vice Mayor Cuk seconded the motion.

Upon roll call vote, the motion passed 5-0 with Mayor Streitfeld, Vice Mayor Cuk, Commissioner Acosta, Commissioner Chervony, and Commissioner Rotondaro voting for.

10.C A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE ACQUISITION OF LAW ENFORCEMENT COMPUTER AIDED DISPATCH (CAD), RECORD MANAGEMENT (RMS), AND MOBILE PLATFORM SYSTEM SERVICES FROM ORACLE AMERICA, INC. IN AN AMOUNT NOT TO EXCEED $425,000 FOR THE IMPLEMENTATION OF AND A THREE-YEAR SUBSCRIPTION FOR THE SERVICES UTILIZING FEDERAL POLICE FORFEITURE FUNDS AND AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR FUTURE FISCAL YEARS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025, TO APPROPRIATE FEDERAL FORFEITURE FUNDS FOR POLICE DEPARTMENT EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.- VILLAGE MANAGER FRANK ROLLASON *(DEPUTY CHIEF OF POLICE, SAMUEL BEJAR).*

Deputy Chief Bejar came forward and clarified that the proposed Resolution is for a 3-year contract, and the amount due was $425,000.

The Village will acquire the Oracle and LexisNexis software for the Police Department.

ACTION: Commissioner Chervony made a motion to approve the resolution. Vice Mayor Cuk seconded the motion.

Upon roll call vote, the motion passed 5-0 with Commissioner Chervony, Vice Mayor Cuk, Commissioner Acosta, Commissioner Rotondaro, and Mayor Streitfeld voting for.

13. Discussion/Action Items

A. Unfinished Business

B. New Business

13.A Discussion to Join an Amicus Brief *Karenza Apartments v. City of Miami* - Sponsored by Mayor Rachel Streitfeld

A brief consensus led to the Commission unanimously agreeing to join the suit.

13.B A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING THE VILLAGE'S 2025-2026 STATE LEGISLATIVE APPROPRIATION REQUESTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

ACTION: Mayor Streitfeld made a motion to approve the resolution as follows:

- Harbor Island Outfall program to include an NBV 50/50 match.
- $550,000 appropriation request to fund the Public Safety Complex Construction Project.

Commissioner Acosta seconded the motion.

Upon roll call vote, the motion passed 5-0 with Mayor Streitfeld, Commissioner Acosta, Commissioner Chervony, Commissioner Rotondaro, and Vice Mayor Cuk voting for.

13.C A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING, AMONG OTHER THINGS, TO DECLARE THAT SENATE BILL 180'S IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE EXERCISE OF HOME RULE AUTHORITY OVER LAND USE AND ZONING REGULATIONS, IS UNCONSTITUTIONAL AND SHOULD BE ENJOINED, AND RETAINING WEISS SEROTA HELFMAN COLE & BIERMAN, PL TO PROSECUTE THE LAWSUIT; AND PROVIDING FOR AN EFFECTIVE DATE.

Discuss the proposed resolution and, if in agreement, adopt the same.

Mayor Streitfeld made a motion to deny the resolution. Commissioner Rotondaro seconded it.

Upon roll call vote, the motion to ***deny*** the resolution passed 3-2, with Mayor Streitfeld, Commissioner Rotondaro, and Vice Mayor Cuk voting for.

Commissioner Acosta and Commissioner Chervony voted against the motion.

13.D Advisory Board Appointment - Village Clerk, Alba L. Chang.

The Financial Advisory Board had two vacancies at the time this discussion took place, and three applicants expressed interest.

After a brief discussion, it was unanimously agreed to defer the discussion until September 29, 2025, since the meeting had already extended past midnight.

14. Adjournment

There being no further business to discuss, Mayor Streitfeld adjourned the meeting at 12:37 a.m.

Accepted this 16th day of December 2025.

_____
Rachel Streitfeld, Mayor

Respectfully submitted,

_____
Alba L. Chang, CMC
Village Clerk

STORMWATER WORKSHOP
NOVEMBER 13, 2025 | 6:00 PM
1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141
MEETING ID: 813 4800 4080

ROLL CALL

1. OPENING ITEMS

A. Call to Order

Call to Order: Mayor Streitfeld called the meeting to order at approximately 6:02 p.m.

Roll Call:

The following members of the Commission were present:

- Mayor Rachel Streitfeld
- Vice Mayor Goran Cuk (Zoom)
- Commissioner Doris Acosta
- Commissioner Richard Chervony
- Commissioner Andrew Rotondaro

1. Discussion Items:

Review and Direction on the Village Stormwater Master Plan

Capital Improvement Project (CIP) Director Roger Hogg provided a comprehensive summary to the Village Commission, detailing the Village's efforts, framework, and extensive planning for infrastructure. He highlighted the necessity of developing a potable water master plan to complement the stormwater master plan. Key discussions also covered the financial implications of project costs, flood risk management, and wastewater assessments.

Chief Resilience Officer (CRO) Christina Viala emphasized the importance of understanding flood risk, noting that it requires a long-term commitment. The Village's long-term vision includes elevating all roads, implementing permeable paving, and constructing elevated seawalls, in line with the NBV Master Plan.

- The North Bay Island Stormwater Pump Station Project is a significant effort aimed at mitigating flooding.
- Harbor Island Project Phase 1 includes installing a pump station and constructing a new seawall and outfall.
- Treasure Island Phase 1 involves setting up a pump station, outfall, and new seawall, with the project being executed by EXP.
- Treasure Island Phase 2 encompasses additional pump stations and roadway enhancements.

At approximately 6:21 p.m., Commissioner Acosta left the meeting.

CIP Director Hogg outlined the significant financial changes since the implementation of the Stormwater Master Plan.

BCC Carlos Morales highlighted the drastic increase in construction costs, with the initial estimate of over $60 million now rising to $129,339,000. He suggested consolidating some project phases to manage expenses better and recommended combining Treasure Island Phases 2 and 3 into a single pump station to further reduce costs.

CIP Director Hogg also mentioned that there are other funding opportunities available for these projects, and the Village is continually seeking and researching funding and grant opportunities. He also added that Ardurra conducted a Stormwater Outfall assessment study to aid in improving the outfalls.

The objective was to conduct a thorough assessment of the Village's water and wastewater systems.

Jon Carlos of Brizzaga provided the Village Commission with an update on the CRS program. He noted that the Village is currently classified as a Class 8 community, which results in a 10% reduction in insurance premiums. The goal is to achieve a Class 6 rating by 2026, offering an additional 10% discount, and to reach a Class 4 rating by 2028, culminating in a total 30% discount on insurance premiums. He also outlined the main activities and categories that would earn the Village additional points, such as stormwater management, drainage system maintenance, and flood protection.

PUBLIC COMMENT

- Dave Doebler – 8000 E. Drive

Public comment was closed.

Mayor Streitfeld inquired about the status of the analysis on roadways and green infrastructure.

Commissioner Acosta proposed that the Village explore potential assistance options with the Miami-Dade Water and Sewer Department (MDWASD) for infrastructure improvements.

Village Manager Frank Rollason mentioned that a meeting had been held with MDWASD, and they requested an assessment of the Village's infrastructure before offering any options. The initial directive from MDWASD was to conduct this study.

There was Commission consensus on the following:

- The Village Manager will continue discussions with MDWASD to explore options for the Village.
- Staff will obtain quotes for the wastewater study.

DRAFT

Mayor Streitfeld voiced her disappointment with the Village consultant BCC for not upholding their commitment to providing quality water. She emphasized the need for property owners to be informed about the projected road elevations by 2030 and to have access to detailed roadway elevation plans. Keeping residents informed is crucial.

There being no further business to discuss meeting was adjourned at 8:19 pm

Accepted this 18th day of November 2025.

_____
Rachel Streitfeld, Mayor

Respectfully submitted,

_____
Alba L. Chang, CMC
Village Clerk

DRAFT

ITEM NO. 9.A

North Bay Village
Recommendation Memorandum

DATE: December 16, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: Report on the Solid Waste Services

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
N/A

PERSONNEL IMPACT
None

ITEM NO. 9.B

North Bay Village
Recommendation Memorandum

DATE: December 16, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: Report on AFA Grand Opening Expenses

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
TBD

PERSONNEL IMPACT
None

ATTACHMENTS
Groundbreaking Expense .pdf

North Bay Village
1666 Kennedy Causeway, 300
North Bay Village, FL 33141
Phone: 305/756-7171
Fax: 305/756-7722

INVOICE

Billed To: PFL

DATE: 09/19/2025
INVOICE #: INV091925
DUE DATE: 09/30/2025
TOTAL DUE: $40,503.10

Account # : **AFA EVENT - 001-19-519-3136**

ITEM DESCRIPTION	UNITS	PRICE		AMOUNT
NBV TENT	1.00	23,723.00		23,000.00
AFA VIRTUAL EXPERIENCE	1.00	1,500.00		1,500.00
GOLF CART	1.00	600.00		600.00
FIRE INSPECTORS - SPLIT $600.00	1.00	600.00		300.00
FIRE RESCUE EMERGENCY CART	1.00	1,595.14		1,595.14
NBV POLICE SECURITY	1.00	4,950.00		4,950.00
SCHOOL BOARD POLICE SECURITY	1.00	6,291.44		6,291.44
IT EXPENSES	1.00	255.08		255.08
FIRE TENT PERMIT FEES - SPLIT $576.88	1.00	576.88		288.44
CIRCULATOR BUS	1.00	1,000.00		1,000.00
TOTAL THIS INVOICE				$40,503.10

For questions, contact Finance Department at: 305/756-7171

REMIT TO:

North Bay Village
1666 Kennedy Causeway
North Bay Village, FL 33141

A copy of this invoice should accompany your check. Thank you!

ITEM NO. 9.C

North Bay Village
Recommendation Memorandum

DATE: December 16, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Julie Leonardi, Director of Communications

SPONSORED BY: NONE

SUBJECT: Communications & Special Events Report (November 2025)

RECOMMENDATION

BACKGROUND AND ANALYSIS
Communications & Special Events Report (November 2025)

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONENONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
November 2025 CommunicationsEventsReport.pdf

North Bay Village

Communications & Events Monthly Report: November 2025

NORTH BAY VILLAGE
HEART OF THE BAY

COMMUNITY ENGAGEMENT AND FUNDRAISING:
Promoted Give Miami Day to raise funds for park improvements throughout the community.

CULTURAL AND COMMUNITY EVENTS:
Organized trolley service for Culture Crawl to facilitate community access to local arts venues. Promoted and executed the pilot program for Dance in the Park, introducing new recreational programming. Promoted new Movie Nights, expanding evening entertainment options for families. Planned and promoted the Annual Winter Wonderland event as a cornerstone holiday celebration. Promoted and held the Menorah Lighting ceremony, honoring cultural traditions during the holiday season**.**

STAFF RECOGNITION AND ENGAGEMENT:
Hosted the Thanksgiving Staff Potluck and Holiday Staff Party to recognize team contributions and foster staff morale.

PUBLIC SAFETY AND ENVIRONMENTAL AWARENESS:
Promoted North Bay Village Police Department holiday safety tips for residents. Promoted King Tides in December to raise environmental awareness.

CIVIC ENGAGEMENT:
Promoted Commissioner Acosta's agenda review to keep constituents informed about municipal matters.

UPCOMING PROGRAMS:
Promoted Parents Night Out programming scheduled for December with additional dates planned for spring.

On *Instagram*, our NBV account has **4,912 followers.**
On *Facebook*, our NBV account has 2,200+ followers.
On *Twitter*, our NBV account has 1,264 followers.
On *LinkedIn*, our NBV account has 60,000 impressions.

ITEM NO. 9.D

North Bay Village
Recommendation Memorandum

DATE: December 16, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Orlando Rodriguez, Code Enforcement Division Director

SPONSORED BY:

SUBJECT: Code Enforcement Report (November 2025)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Recovered $8,887.50 in code enforcement fines.

PERSONNEL IMPACT
NONE

ATTACHMENTS
September 2025 CM-Code Report.pdf
October 2025 CM-Code Report.pdf
November 2025 CM-Code Report.pdf

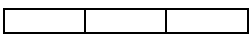
	Code	Statistics	Sep-25	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7927 East Drive	Trash	Warning	9/1/2025				
7929 East Drive	Trash	Warning	9/2/2025				
7915 East Drive	Bulk Trash	Warning	9/2/2025				
1750 S Treasure Drive	Bulk Trash	Warning	9/2/2025				
7917 West Drive	Recycling Violation	Warning	9/2/2025				
1580 Kennedy Cswy	Illicit Discharge	Warning	9/2/2025				
7516 Bounty Ave	Noise	Citation	9/2/2025	$250.00			
7601 Beach View Drive	Landscape	Warning	9/3/2025				
7600 Beach View Drive	Landscape	Warning	9/3/2025				
7920 East Drive	Bulk Trash	Warning	9/3/2025				
7601 Beach View Drive	Bulk Trash	Warning	9/4/2025				
7531 Beach View Drive	Bulk Trash	Warning	9/4/2025				
7509 Adventure Ave	WWP	Citation	9/8/2025	$250.00			
7441 Coquina Drive	WWP	Citation	9/8/2025	$250.00			
7946 East Drive	Special Magistrate	Order	9/8/2025		$8,225.00		
7933 West Drive #PHA	BTR	Warning	9/9/2025				
23-3209-014-0190	Landscape	Warning	9/9/2025				
1872 Kennedy Cswy	Landscape	Warning	9/9/2025				
7720 Miami View Drive	WWP	Citation	9/9/2025		$250.00		
7509 W Treasure Drive	SWO	Posted	9/11/2025				
7516 Bounty Ave	Construction Site Maint/ID	Citation	9/11/2025				
7516 Bounty Ave	SWO	Posted	9/11/2025				
1365 Bay Terrace	Construction Site Maint	Warning	9/11/2025				
1560 S Treasure Drive	Noise	Warning	9/15/2025				
7928 East Drive	Hedges	Warning	9/15/2025				
7518 W Treasure Drive	Blocking ROW	Verbal	9/15/2025				
7920 East Drive	Bulk Trash	Citation	9/15/2025		$200.00		
1345 Kennedy Cswy/ROW	WWP	Citation	9/16/2025	$250.00			
1701 N Treasure Drive	Hedges	Warning	9/17/2025				
1345 Kennedy Cswy/ROW	WWP	Citation	9/17/2025	$250.00			
7516 Cutlass Ave	Landscape	Warning	9/17/2025				
1345 Kennedy Cswy/ROW	WWP	Citation	9/17/2025		$250.00		
1345 Kennedy Cswy/ROW	WWP	Citation	9/17/2025		$250.00		
1872 Kennedy Cswy	Landscape	Citation	9/17/2025	$200.00			
1660 S Treasure Drive	Special Magistrate	Order	9/18/2025		$250.00		
1660 S Treasure Drive	Open/Unsecure	Warning	9/20/2025				
8000 East Drive	Construction Site Maint/ID	Citation	9/22/2025	$500.00			
7552 Buccaneer Ave	Bulk Trash	Warning	9/23/2025				
1666 Kennedy Cswy #102	Sign Violation	Warning	9/25/2025				
1666 Kennedy Cswy #102	BTR	Citation	9/25/2025	$250.00			
7517 Adventure Ave	Pool Violation	Warning	9/25/2025				
7516 Bounty Ave	Noise	Citation	9/25/2025		$250.00		
7516 Bounty Ave	Construction Site Maint/ID	Citation	9/25/2025		$250.00		
8000 East Drive	Construction Site Maint/ID	Warning	9/25/2025				
7927 East Drive	Bulk Trash	Warning	9/25/2025				
1630 S Treasure Drive	Construction Site Maint	Warning	9/25/2025				
7928 West Drive	Hedges	Warning	9/29/2025				
8000 East Drive	Construction Site Maint/ID	Citation	9/29/2025		$500.00		
(15) Lien Searches							
				$2,200.00	$10,425.00		

WWP	Work Without Permits
ROW	Right-of-Way
BTR	Business Tax Receipt
Operating/Advertising	Operating / Advertising a Short Term Vacation Rental
SWO	Stop Work Order
STVR	Short Term Vacation Rental
MOT	Maintenance of Traffic
Special Magistrate	Fines Collected as a Result of a Special Magistrate Order
Open/Unsecured	Construction Site Open and Unsecured
STRV Strike	Code violation counted when revoking/denying an STVR License

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7711 Coquina Drive	Bulk Trash	Warning	10/1/2025				
1670 S Treasure Drive	Landscape/Hedges	Warning	10/1/2025				
1819 Kennedy Cswy	BTR	Citation	10/1/2025		$250.00		
7541 W Treasure Drive	Landscape	Warning	10/1/2025				
1819 Kennedy Cswy	WWP	Citation	10/1/2025		$250.00		
1819 Kennedy Cswy	WWP	Citation	10/1/2025		$250.00		
1819 Kennedy Cswy	WWP	Citation	10/1/2025		$250.00		
7701 Coquina Drive	Noise	Citation	10/2/2025	$500.00			
7701 Coquina Drive	Construction Site Maint	Warning	10/2/2025				
7517 Adventure Ave	Property Maintenance	Warning	10/2/2025				
Harbor Island	Recycling Labels	Installed	10/3/2025				
7701 Miami View Drive	Bulk Trash	Warning	10/6/2025				
7701 Coquina Drive	Noise	Citation	10/6/2025	$500.00			
7525 Hispanola Ave	Bulk Trash	Warning	10/7/2025				
7937 East Drive	Recycling Violation	Warning	10/7/2025				
7441 Coquina Drive	WWP	Citation	10/7/2025		$250.00		
7516 Buccaneer Ave	Blocking ROW	Warning	10/7/2025				
7516 Buccaneer Ave	Construction Site Maint	Warning	10/8/2025				
7721 Coquina Drive	Blocking ROW	Warning	10/8/2025				
7721 Coquina Drive	Noise	Warning	10/8/2025				
7941 East Drive	Recycling Violation	Warning	10/8/2025				
7928 West Drive	Hedges	Warning	10/9/2025				
1580 Kennedy Cswy	Property Maintenance	Warning	10/9/2025				
8000 West Drive	Property Maintenance	Warning	10/9/2025				
1735 N Treasure Drive	Illegal Dumping	Removed	10/9/2025				
7701 Coquina Drive	Noise	Citation	10/9/2025		$500.00		
7701 Coquina Drive	Noise	Citation	10/9/2025		$500.00		
1801 S Treasure Drive	Bulk Trash	Warning	10/12/2025				
7600 Beach View Drive	Landscape	Warning	10/12/2025				
7530 Miami View Drive	Landscape	Warning	10/13/2025				
7509 Buccaneer Ave	Construction Site Maint/ID	Citation	10/13/2025	$250.00			
7801 Center Bay Drive	Noise	Warning	10/13/2025				
7509 Buccaneer Ave	Construction Site Maint	Warning	10/14/2025				
7509 W Treasure Drive	Construction Site Maint	Warning	10/14/2025				
7516 W Treasure Drive	Construction Site Maint	Warning	10/14/2025				
7800 Center Bay Drive	WWP	Citation	10/15/2025		$250.00		
1780 Kennedy Cswy #201	Animal Violation	Warning	10/15/2025				
7509 Buccaneer Ave	WWP	Citation	10/16/2025	$250.00			
1801 S Treasure Drive	Bulk Trash	Warning	10/16/2025				
7544 W Treasure Drive	Construction Site Maint	Warning	10/16/2025				
1681 Kennedy Cswy	Sign Violation	Citation	10/16/2025	$250.00			
7536 Bounty Ave	Trash Cans	Warning	10/16/2025				
7920 East Drive	Bulk Trash	Warning	10/16/2025				
1359 Bay Terrace	Bulk Trash	Warning	10/16/2025				
1681 Kennedy Cswy	Sign Violation	Citation	10/17/2025		$250.00		
7917 West Drive	Recycling Violation	Citation	10/17/2025	$250.00			
7917 West Drive	Bulk Trash	Citation	10/17/2025	$200.00			
7920 East Drive	Bulk Trash	Citation	10/17/2025				
7536 Bounty Ave	Operating/Advertising	Citation	10/20/2025		$250.00		
7536 Bounty Ave	BTR	Citation	10/20/2025		$250.00		
1721 S Treasure Drive	WWP	Citation	10/20/2025	$250.00			
7544 W Treasure Drive	Construction Site Maint	Citation	10/20/2025				
1601 N Treasure Drive	Fence Maintenance	Warning	10/21/2025				
7910 West Drive	BTR	Warning	10/21/2025				
1440 Kennedy Cswy #1412	BTR	Warning	10/21/2025				
1440 Kennedy Cswy #1402	BTR	Warning	10/21/2025				
1550 Kennedy Cswy	BTR	Warning	10/21/2025				
7544 W Treasure Drive	Construction Site Maint	Citation	10/21/2025		$250.00		
7800 Beach View Drive	Landscape	Citation	10/22/2025				
1721 N Treasure Drive	WWP	Citation	10/22/2025		$250.00		
1851 Galleon Street	SWO	Posted	10/23/2025				
23-3209-008-1210	Vacant Lot Fee	Warning	10/23/2025		$250.00		
7917 West Drive	Recycling Violation	Citation	10/23/2025		$250.00		
7917 West Drive	Bulk Trash	Citation	10/23/2025		$200.00		
7919 West Drive	Bulk Trash	Warning	10/27/2025				
7509 W Treasure Drive	Construction Site Maint/ID	Citation	10/28/2025	$500.00			
7525 Hispanola Ave	Bulk Trash	Warning	10/28/2025				
1666 Kennedy Cswy	Trash	Warning	10/28/2025				
1666 Kennedy Cswy	Handbills	Removed	10/29/2025				
1365 Bay Terrace	Noise	Citation	10/29/2025				
7830 Beach View Drive	Bulk Trash	Warning	10/29/2025				
7525 E Treasure Drive #105	WWP	Citation	10/29/2025	$250.00			

7525 E Treasure Drive #116	WWP	Citation	10/29/2025	$250.00			
7525 E Treasure Drive #115	WWP	Citation	10/29/2025	$250.00			
7525 E Treasure Drive #105	WWP	Citation	10/29/2025		$250.00		
7525 E Treasure Drive #116	WWP	Citation	10/29/2025		$250.00		
7525 E Treasure Drive #116	WWP	Citation	10/29/2025		$250.00		
7411 Beach View Drive	Bulk Trash	Warning	10/29/2025				
1660 S Treasure Drive	Noise	Citation	10/29/2025	$250.00			
7421 Center Bay Drive	Trash	Warning	10/30/2025				
7721 Coquina Drive	Blocking ROW	Warning	10/30/2025				
1660 S Treasure Drive	Blocking ROW	Warning	10/30/2025				
1630 S Treasure Drive	Construction Site Maint/ID	Citation	10/30/2025		$500.00		
7544 Hispanola Ave	Recycle Cans	Warning	10/30/2025				
7545 Hispanola Ave	Recycle Cans	Warning	10/30/2025				
7552 Hispanola Ave	Recycle Cans	Warning	10/30/2025				
7925 West Drive #1	WWP	Citation	10/31/2025				
7925 West Drive #2	Animal Violation	Warning	10/31/2025				
(14) Lien Searches							
				$3,950.00	$5,700.00		

Glossary	
Violation Type Abbreviation	**Definition**
WWP	Work Without Permits
ROW	Right-of-Way
BTR	Business Tax Receipt
Operating/Advertising	Operating / Advertising a Short Term Vacation Rental
SWO	Stop Work Order
STVR	Short Term Vacation Rental
MOT	Maintenance of Traffic
Special Magistrate	Fines Collected as a Result of a Special Magistrate Order
Open/Unsecured	Construction Site Open and Unsecured
STRV Strike	Code violation counted when revoking/denying an STVR License



	Code	Statistics	Nov-25	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7513 W Treasure Drive	Construction Site Maint.	Warning	11/3/2025				
7500 Bounty Ave	Bulk Trash	Warning	11/4/2025				
1740 S Treasure Drive	Bulk Trash	Warning	11/4/2025				
7544 W Treasure Drive	Blocking ROW	Warning	11/4/2025				
7500 Coquina Drive	Trash Violation	Warning	11/4/2025				
7509 Buccaneer Ave	WWP	Citation	11/4/2025		$250.00		
1365 Bay Terrace	Noise	Citation	11/4/2025		$250.00		
1630 S Treasure Drive	Noise	Warning	11/5/2025				
7601 Beach View Drive	Landscape	Warning	11/5/2025				
1851 Galleon Street	Construction Site Maint.	Warning	11/5/2025				
7530 Miami View Drive	Landscape	Warning	11/5/2025				
1630 S Treasure Drive	Noise	Warning	11/5/2025				
7801 Center Bay Drive	Expired Permits	Warning	11/5/2025				
7925 West Drive	WWP	Citation	11/5/2025		$250.00		
7904 West Drive #1002	WWP	Citation	11/5/2025		$250.00		
7544 W Treasure Drive	Noise	Warning	11/6/2025				
7920 East Drive	Bulk Trash	Warning	11/6/2025				
7800 Center Bay Drive	Trash Violation	Warning	11/6/2025				
7524 Mutiny Ave	Operating/Advertising	Citation	11/6/2025		$250.00		
7524 Mutiny Ave	BTR	Citation	11/6/2025		$250.00		
1872 Kennedy Cswy	Landscape	Citation	11/6/2025		$200.00		
7821 Beach View Drive	Noise	Citation	11/6/2025		$250.00		
Treasure Island	Prohibited Sign	Removed	11/6/2025				
7516 Adventure Ave	Noise	Warning	11/6/2025				
7500 Bounty Ave	Recycling/Trash Cans	Warning	11/7/2025				
1700 Hispanola Ave	Recycling Cans	Warning	11/7/2025				
7532 Hispanola Ave	Recycling Cans	Warning	11/7/2025				
7505 Adventure Ave	Recycling Cans	Warning	11/7/2025				
1455 N Treasure Drive	Noise	Warning	11/7/2025				
7939 East Drive	Operating/Advertising	Warning	11/12/2025				
7939 East Drive	Knox Box	Warning	11/12/2025				
1666 Kennedy Cswy #206	Special Magistrate	Order	11/12/2025		$650.00		
7801 Center Bay Drive	Special Magistrate	Order	11/12/2025		$700.00		
7421 Beach View Drive	Trash Violation	Warning	11/12/2025				
7517 Hispanol Ave	Trash Cans	Warning	11/13/2025				
7545 W Treasure Drive	Operating/Advertising	Warning	11/13/2025				
7431 Center Bay Drive	Noise	Warning	11/17/2025				
7400 Beach View Drive	ROW Maintenance	Warning	11/17/2025				
7720 Miami View Drive	Operating/Advertising	Citation	11/17/2025	$250.00			
7720 Miami View Drive	BTR	Citation	11/17/2025	$250.00			
7731 Miami View Drive	Construction Site Maint	Warning	11/17/2025				
7517 West Drive	Trash	Warning	11/18/2025				
7929 West Drive	Bulk Trash	Warning	11/18/2025				
7600 Beach View Drive	Expired Permit	Warning	11/18/2025				
1721 S Treasure Drive	Noise	Warning	11/18/2025				
7431 Center Bay Drive	Noise	Warning	11/18/2025				
1540 N Treasure Drive	Special Magistrate	Order	11/20/2025		$5,587.50		
7516 Bounty Ave	Noise	Citation	11/20/2025	$500.00			
7720 Miami View Drive	Noise	Citation	11/24/2025	$250.00			
7720 Miami View Drive	BTR	Citation	11/24/2025	$250.00			
7720 Miami View Drive	Operating/Advertising	Citation	11/24/2025	$500.00			
7721 Coquina Drive	Construction Site Maint	Warning	11/24/2025				
7940 West Drive	Gas Blowers	Warning	11/24/2025				
7721 Coquina Drive	Construction Site Maint	Citation	11/25/2025	$250.00			
7701 Coquina Drive	Construction Site Maint	Warning	11/26/2025				
7530 Miami View Drive	Construction Site Maint	Warning	11/26/2025				
(24) Lien Searches							
				$2,250.00	$8,887.50		

Glossary

Violation Type Abbreviation	Definition
WWP	Work Without Permits
ROW	Right-of-Way
BTR	Business Tax Receipt
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SWO	Stop Work Order
STVR	Short Term Vacation Rental
MOT	Maintenance of Traffic
Special Magistrate	Fines Collected as a Result of a Special Magistrate Order
Open/Unsecured	Construction Site Open and Unsecured

STRV Strike	Code violation counted when revoking/denying an STVR License

ITEM NO. 9.E

North Bay Village
Recommendation Memorandum

DATE: December 16, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY: NONE

SUBJECT: Traffic Enforcement Report (November 2025)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONENONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Monthly Traffic Report (November 2025).pdf

North Bay Village Police Department
Memorandum

Date: November 30, 2025

To: Assistant Chief, R. Jenkins

From: Lieutenant, Norlan Benitez

Subject: Monthly Traffic Enforcement Report for November 1 to November 30, 2025

The following is the Monthly After-Action Report for the Department's continuing traffic educational/enforcement initiative. The information contained herein details the activity for the month of November 2025. The purpose of our traffic safety campaign is to enhance traffic safety in our community and mitigate violations of traffic laws through the apprehension and citation of drivers, public education, and raise awareness of the dangers of aggressive driving, speeding, red-light running, seat belt compliance, bike/pedestrian safety, impaired driving, distracted driving, and general traffic safety. Our Traffic Enforcement Team will continue to monitor all Village-wide traffic-related issues and conduct strategic enforcement, reporting our continuing progress on a monthly basis.

Traffic Enforcement on Kennedy Causeway:

- 214 – Speeding Citations
- 32– Criminal Citations
- 56–Moving Violation Citations
- 198 – Non-Moving Citations
- 83 – Warnings

Traffic Enforcement on Treasure Island:

- 0 – Speeding Citation
- 10 – Criminal Citations
- 19 – Moving Violation Citations
- 36– Non-Moving Citations
- 6 – Warnings

Traffic Enforcement on Harbor Island:

- 0 – Speeding Citation
- 5 – Criminal Citation
- 28– Moving Violation Citations
- 37– Non-Moving Citations
- 10 – Warnings

Traffic Enforcement on North Bay Island:

- 0 – Speeding
- 0 – Criminal Citation
- 0 – Moving Violation Citations
- 0 – Non-Moving Violation Citations
- 0 – Warnings

Traffic Enforcement Totals:

- 635– Citations
- 99–Warnings
- 185– Parking Citations

ITEM NO. 10.A

North Bay Village
Recommendation Memorandum

DATE: December 16, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Village Clerk Report for November of 2025

RECOMMENDATION

BACKGROUND AND ANALYSIS

This monthly report is presented to the Village Commission to keep you informed of the activities and responsibilities within the Office of the Village Clerk.

The primary responsibilities of the department include, but are not limited to, Records Management, Administrative processing of agreements, Resolutions and Ordinances, Management and Oversight of the Village Business Tax Receipts, Residents' Board Administration/Support, and the coordination of the General and Special Elections.

Agendas

The Village Clerk is responsible for preparing agendas and postings for all of the Village Commission Meetings, Planning & Zoning Board, Special Magistrate, and all of the Resident Advisory Boards.

Public Notices

The Village Clerk's Office issued a total of 11 Public Meeting Notices for November 2025. These notices include various types of meetings, including Town Hall, Village Commission Meetings, Workshops, Resident Advisory Boards, Special Magistrate Hearings, Sunshine Meetings, and Request for Proposals.

Bid Openings: 1

RFP No. 2026-001 Purchase and Sale of Transferable Density Rights : December 1, 2025.

Our office received one proposal, which has been included to this agenda for the Village Commission review and consideration.

Business Tax Receipt - 2025/2026 Renewals

Total BTR Renewals to date: 253
Pending Renewals: 44

Below is an update of the pending businesses that are under review for a Certificate of Use Approval from Miami-Dade County:
* Pending CU Review / Approval: 6

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
N/A

PERSONNEL IMPACT
None

ITEM NO. 11.A

North Bay Village
Recommendation Memorandum

DATE: December 16, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN UPDATED FEE SCHEDULE FOR ADMINISTRATIVE SERVICES, BUILDING FEES, AND ZONING FEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve the proposed Resolution amending the Master Fee Schedule.

BACKGROUND AND ANALYSIS

The proposed resolution seeks to amend the North Bay Village Master Fee Schedule. The changes include updated fees for the Building Department and Transfer of Density Rights Value.

The list of proposed changes includes the following:

* Notary Services increase to $10.00
* Marriage Ceremony increase from $20 to $30
* Lien Search Request increase from $100 to $150
* Special Events Permits increase from $250 to $500

* The Resiliency Program has been extended indefinitely, and the living seawall has been moved into the 50% discount category, increased from its previous 40% discount.

Commission feedback is requested to determine whether the living seawall discount should be applied to the same permit at the 50% reduced rate.

Below is a summary of total resident savings since inception and the savings from last year.

Applications received since inception: 126
Total residents savings:$147,949.37

2025 Calendar Year
Application received: 56
Total residents savings: $59,196.53

It is recommended that the Village Commission approve the proposed update to the Master Fee Schedule.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
N/A

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution - Updated Fee Schedule.DOCX
Exhibit A-Master Fee Schedule - December 16 2025 FINAL.docx
Master Fee Schedule - w- Strikethrough.docx

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN UPDATED FEE SCHEDULE FOR ADMINISTRATIVE SERVICES, BUILDING FEES, AND ZONING FEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 9, 2019, the North Bay Village (the "Village") Commission adopted Resolution No. 2019-83 approving a fee schedule for administrative services, building fees, and zoning fees (the "Fee Schedule"), which has been amended from time to time; and

WHEREAS, the Village Commission desires to approve the revised, updated Fee Schedule as provided in Exhibit "A" attached hereto and incorporated herein, in order to update various fees as further described in the agenda memorandum accompanying this item; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission hereby approves the Fee Schedule attached hereto as Exhibit "A," which shall take effect immediately.

Section 3. Implementation. That the Village Manager and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld _____
Commissioner Doris Acosta _____

Commissioner Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andy Rotondaro _____

PASSED AND ADOPTED on this___ day of December, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

NORTH BAY VILLAGE

Fee Schedule

NORTH BAY VILLAGE
EST. 1945

December 16, 2025
~~*June 17, 2025*~~

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Police Services 30
Public Work Department Fees 30
Lobbyist Registration 31

Name:	**Copies and Services**
Receiving Fund(s):	General Funds
Purpose:	To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.
Fees/Computations:	

TYPE	Fee
Document printing not to exceed 8 ½ x12”	$0.15 per page, single sided $0.20 per page, double sided
Document printing exceeding 8 ½ x14” but not larger than 11 x 17”	$0.50 per page
Document printing for which the Village does not have the necessary equipment.	Actual cost to the Village of obtaining a copy from a third party and if obtaining the copy requires physical transmittal away from Village Hall, then the actual cost of courier service or labor costs incurred by or attributable to the Village for the clerical or supervisory assistance required for the transmittal shall likewise be charged.
DVD/disk/USB recordings, per DVD/disk/USB	$10.00
Annual Audit	$10.00
Annual Budget	$15.00 – Bound $0.15 per page, single sided $0.20 per page, double sided
Certification of Copies	$1.00
Village Charter	actual cost, plus mailing and handling fee
Village Code Book Supplements	$150.00 Actual Cost, plus mailing and handling fee
Zoning Code	$20.00
Notary Service	$10.00
Marriage Ceremony	$30.00
Open Permit Search	$25.00
Contractors’ Registration	$25.00

Fees/Computations continued:

Standard Lien Search	$150.00
Special Event Permits	$500.00
Additional Event fees (all events)	Extra-Duty Police Officer: $75.00 per hour per officer for a minimum of 4 Hours, plus $35.00 Administrative fee. Road Closures/Right of Way Closures: Fee subject to location and area size. Late Application Fee: $100.00
Sewer Capacity Certification Letter	$75.00
Zoning Certification Letter	$75.00

In accordance with the provisions of Florida Statues § 119.07, with respect to public records requests, the Village is permitted and shall charge an extensive research fee whenever extraordinary time constraint is designated by the person requesting copies or research of public records, requiring extraordinary expenditure of time by the Village Clerk's office or other Village department acting as records custodian. To comply with the request, the Village clerk or other Village department acting as records custodian shall collect the cost of providing such extraordinary services (i.e., the extensive research fee) in advance and in addition to the fees, which shall be established, by the Village. For purposes of this section, the term "extraordinary expenditure of time" shall mean 15 minutes or more. The extensive research fee shall be calculated using the hourly wage of the employee performing such services.

Where fees are chargeable under this section but are not specifically set forth herein, the Village Manager is authorized to charge a fee or fees based upon the guidelines and standards set forth. Where feasible, the Village Manager shall promulgate a schedule of rates governing employees' times for extensive clerical or supervisory assistance. The Village Manager shall review the rate schedule at least every six months, commencing the first day of each fiscal year.

Any person desiring to obtain copies or review Village records, the nature or volume of which is such as to require extensive clerical or supervisory assistance, shall first make an appointment to do so with the Village Clerk.

No original document or tape recording shall be examined or reviewed other than in the presence of the Village Clerk, or designee thereof as custodian of the records of the Village. Any time spent by the Village Clerk, or designee of the Village Clerk supervising the review of original documents or tape recordings shall be deemed time spent in extensive clerical or supervisory assistance as defined in this section and shall be subject to the prescribed charges for the service.

Name:	**Development Approval Fee and Cost Recovery Deposit Schedule**
Receiving Fund(s):	
Purpose:	To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.
Fees/Computations:	

Type of Request	Filing Fee	Cost Recovery Deposit*
Amendments		
Comprehensive Plan Text Amendment	$2,000	$15,000
Comprehensive Plan Future Land Use Map Amendment	$2,000	$15,000
Zoning Map Amendment **	$2,000	$12,000
Unified Land Development Code Amendment **	$2,000	$10,000
Site Plan Review		
Single Family Residential (no commission)	$1,000	$2,000
Multifamily Residential and New Non-Residential	$2,000	$15,000
Special Area Plan Permit (DRC, no commission)	$1,000	$12,000
Administrative Site Plan Review (DRC, no commission)	$1,000	$12,000
Site Plan Modification (Commission review)		
Single Family Residential	$1,000	$2,000
Multifamily Residential and Non-Residential	$2,000	$8,000
Administrative Site Plan Modification (No commission review)		
Single Family Residential	$600	$1,000
Multifamily Residential and Non-Residential	$600	$4,000
Variances, Waivers and Administrative Adjustments (Per instance)		
Administrative Adjustment (Single Family)	$600	$2,000
Single Family Residential Variance	$1,000	$3,000
Multifamily Residential and Non-Residential Variance	$1,000	$5,000
Sign Variance	$1,000	$2,000
Alcoholic Beverage Sales Variance	$1,000	$3,000
Waiver ***	$600	$1,500
Extension of Waiver ***	$300	$500
Use Exceptions and Warrants		
Single Family Residential Use Exception	$1,000	$2,000
Multifamily Residential and Non-Residential Use Exception	$1,000	$4,000
Warrant ***	$600	$1,500
Extension of Warrant ***	$300	$500

Fees/Computations continued:

Type of Request	Filing Fee	Cost Recovery Deposit*
Renewals/Resubmissions of Site Plans, Variances, and Use Exceptions ****		
Single Family Residential and Existing Non-Residential	50% of original filing fee	$1,000
Multifamily Residential and New Non-Residential	50% of original filing fee	$2,000
Other Requests		
Dock Application	$300	$,2000
Appeal of Administrative Decision	$600	$3,000
Preliminary and Final Plat	$1,000	$10,000
Waiver of Plat	$1,000	$4,000
Transfer of Density Rights Application	$150	$500
Preapplication Conference	$150	$2,000
Zoning and Land Use Verification (Basic/Comprehensive)	$75	$75/$150
Certificate of Use	$75	$150
Official Interpretation of Unified Land Development Code	$150	$1,000

* In accordance with Section 5.12, “Filing fees, charges for consultant services, and escrow account” of the North Bay Village Unified Land Development Code (ULDC), the applicant is responsible for the actual cost of professional review services for development applications, including but not limited to: engineering, planning, legal, technical, environmental, etc. Regardless of the outcome, these review costs shall be deducted from the cost recovery deposit. Depending on the level of effort involved in the review, should the cost exceed the initial deposit, the applicant shall be required to replenish the cost recovery deposit. However, if the cost recovery deposit is not entirely expended, the remaining balance will be refunded to the applicant. Filing fees are not refundable.

Including Special Area Plan text amendments and amendments to the Zoning Map.

*** Per Sec. 15.1.H. of Chapter 15, Form-Based Code, of the ULDC

**** If, in the opinion of the Village Manager or his/her designee, the resubmitted project is so substantially modified as to represent a new project on the same property, the resubmission fee shall be equal to the original filing fee appropriate to the particular project.

Note: In addition to application fees and cost recovery deposits, applicants shall be responsible for the cost of all required advertising and mailing of notices.

Name:	**Community Contribution Fees Associated with Development Approvals**
Receiving Fund(s):	
Purpose:	Community contribution fees collected according to following schedule shall be utilized for the purchase and improvement of existing or future Village parks, land for additional public open space, other public amenities, beautification projects, or infrastructure improvement projects.
Fees/Computations:	

Community Contribution Fees for
Additional Density in the T6 Transect Zone (Sec. 15.2, H.) *

1. The initial community contribution fee is $20,000.00 per additional unit of density above the base density of 70 units/acre. This fee amount shall be reviewed and, as necessary, adjusted by the Village Commission on the recommendation of the Village Manager as part of the annual budget process.
2. Projects shall be categorized as either Tier 1 (71-120 units/acre) or Tier 2 (121-150 units/acre).
3. Community contribution fees for additional units of density shall be calculated and assessed by the Village based on the following schedule, unless otherwise stipulated by the Village Commission:

	% of Fee Assessed	
	Tier 1 (71-120 u/ac)	Tier 2 (210-150 u/ac)
With site plan approved within 12 months from effective date of Chapter 15 of the ULDC (Form-Based Code)	0%	25%
With site plan approved between 12-18 months from effective date of Chapter 15 of the ULDC (Form-Based Code)	25%	50%
With site plan approved within 18-24 months from adoption date of Chapter 15 of the ULDC.	50%	75%
With site plan approved 2 or more years from adoption date of Chapter 15 of the ULDC.	100%	100%

4. Twenty-five percent (25%) of the total assessed Community Contribution Fee shall be payable within 90 days of Commission approval of the site and development plan and shall be nonrefundable.
5. The remaining seventy-five percent (75%) of the Community Contribution Fee shall be payable prior to or upon the issuance of a building permit and shall be non-refundable.
6. The Community Contribution fee shall be flat on a per-unit-of-additional-density basis.

Fees/Computations continued:

Community Contribution Fees for Bonus Height in the RM-70 and CG Zoning Districts (Sec. 8.12) *
Community contribution fees for bonus height shall be calculated and assessed by the Village based on the following schedule, unless otherwise stipulated by the Village Commission.
(a) Residential and Hotel/Motel Uses
For every 10 feet of bonus building height approved by the Village Commission: • $750.00 per residential dwelling unit in the building • $250.00 per hotel/motel sleeping unit in the building
(b) Office, Retail or Restaurant Uses
$10.00 per square foot that exceeds maximum base height (excluding uncovered steps and exterior balconies).

Community Contribution Fees for Transfer of Density Rights (TDR) Program (Sec. 8.13) *
$125,000.00 per nonwaterfront transferred density unit, and $150,000.00 per waterfront transferred density unit approved by the Village Commission. **

* Community Contribution Fees to be reviewed annually and adjusted as necessary by the Village Commission on the recommendation of the Village Manager during the budget process.
** The Community Contribution Fee for Transfer of Density Rights shall be paid to North Bay Village within 90 days of site plan approval by the Village Commission.

<table>
<tr><td>Name:</td><td>Building and Permits Fees</td></tr>
<tr><td>Receiving Fund(s):</td><td>Building Fee Fund</td></tr>
<tr><td>Purpose:</td><td>The Building Department serves to protect the health, safety, and welfare of the public; and to enhance the general quality of life through interpretation and enforcement of the Florida Building Code, as well as other applicable regulations governing construction and land use.</td></tr>
<tr><td>Fees/Computations:</td><td>No person shall erect or construct or proceed with the erection or construction of any building or structure, nor add to, enlarge, move, improve, alter, convert, extend or demolish any building or structure, where the cost of the work is more than $500.00 without first obtaining a building permit.

Exception: Any construction activities, regardless of the value, that include structural, electrical, plumbing, or mechanical work, shall require a permit.

Applicants are entitled to receive a 50% discount of base permit fees for these permit types: impact windows and doors, shutters, roofs, generators, solar installations, and living seawalls. *

*The discount will expire on December 31, 2026, prior to which the Village Commission will consider a renewal of this policy for the following year or for a period determined by that body.

Applicants using a Private Provider are entitled to a discount of the base permit fee not to exceed 10%, 5% for plan review and 5% for inspections.

All municipal permit fees are waived for Village projects.

Owner/Builder permits are exempt from contract requirements. Minimum Permit Fee for all disciplines $125.00.

<table>
<tr><th>Type</th><th>Fee</th></tr>
<tr><td>Upfront Application fee for Building Permit</td><td>$125.00 non-refundable</td></tr>
<tr><td>Base Permit Fee Exceeds $400.00</td><td>Non-refundable plan review fee equal to one-third of the base building permit fee (including electrical, plumbing, and mechanical) paid at the time of submittal of the building permit application. This fee shall be applied to the total fees at the time of issuance of the building permit. Should a building permit not be issued, this fee shall not be refunded.</td></tr>
</table>
</td></tr>
</table>

Name:	**Building and Permits Fees (cont'd.)**
Receiving Fund(s):	Building Fee Fund
Purpose:	The Building Department serves to protect the health, safety, and welfare of the public; and to enhance the general quality of life through interpretation and enforcement of the Florida Building Code, as well as other applicable regulations governing construction and land use.
Fees/Computations:	For purposes of determining the permit fee, the value of the work to be performed under the permit shall be determined as follows: For new construction of and additions to the Florida Building Code occupancies, the construction value of the work shall be the current values established by the Miami-Dade Board of County Commission. For miscellaneous permit activity not otherwise provided for in this section, including but not limited to repair, or alterations, or changes to electrical service, the value of the work shall be the actual value of such work as determined by the applicant and approved by the Building Official. The applicant shall be responsible for accurate reporting of the value of the work, and the reported value shall be subject to review and verification by the Building Official. Copy of executed contract required for all permits.

Type	Fee
New buildings and/or additions including, but not limited to, residential, mixed-use residential, residential/office, mixed-use office, institutional, educational, hotels, and condo-hotels:	**2% of the value of a job (based off of executed contract).** Plus additional fees for electrical, plumbing, and mechanical and sign permits as listed herein.
New Commercial Construction including but not limited to industrial, parking garage, and warehouses:	**2% of the value of a job (based off of executed contract).** Plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.
New Construction Other Than as Specified Herein (water towers, pylons, bulk storage tank foundations, sea walls, bulkheads, docks, and similar construction):	**2% of the value of a job** Plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.
New Construction Only: Sub-permits associated with a master permit including but not limited to Electrical, Mechanical, Plumbing, Windows, Doors, Roof, etc.	**1% of the value of a job (based off executed contract)**
New Metal-Wood and/or Prefab Storage Sheds and Utility Buildings:	**Flat fee $125.00** Plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.

<table>
<tr><td>Name:</td><td>Building and Permit Fees (cont’d)</td></tr>
<tr><td>Receiving Fund(s):</td><td>Building Fee Fund</td></tr>
<tr><td>Purpose:</td><td>The Building Department serves to protect the health, safety, and welfare of the public; and to enhance the general quality of life through interpretation and enforcement of the Florida Building Code, as well as other applicable regulations governing construction and land use.</td></tr>
<tr><td>Fees/Computations:</td><td>The following fees shall apply to building permits only and shall not include fees for plumbing, electrical, or mechanical installation.

Alterations, remodeling, and repairs to building and other structures:
<table>
<tr><th>Type</th><th>Fee</th></tr>
<tr><td>Single-family homes, duplexes, and areas within a residential condominium unit (including repairs due to fire damage)</td><td>Estimated value times 1.5 percent.</td></tr>
<tr><td>Multifamily Residential (including repairs due to fire damage)</td><td>Estimated value times 1.5 percent.</td></tr>
<tr><td>Commercial occupancy (including repairs due to fire damage)</td><td>Estimated value times 3 percent.</td></tr>
<tr><td>Installation of exterior operable windows and exterior sliding glass door in new buildings or additions exceeding two stories in height, and the installation, alteration, and repair of such windows and doors in existing buildings of any height, as follows:

New installation or replacement</td><td>Estimated value times 5.0 percent.
If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.</td></tr>
<tr><td>Exterior Paint Color Compliance Review (Zoning Required)</td><td>$125.00 Flat Fee</td></tr>
<tr><td>Curtain walls including windows and doors therein</td><td>Estimated value times 5.0 percent.
If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.</td></tr>
<tr><td>Roofs (including re-roofing)</td><td>Estimated value times 5.0 percent.
If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.</td></tr>
<tr><td>Storm shutters</td><td>Estimated value times 5.0 percent</td></tr>
<tr><td>Awnings, canopies, residential patios or carports (with Fire Bureau approval)</td><td>Estimated value time 3.0 percent</td></tr>
</table></td></tr>
</table>

Fees/Computations: Continued

Type	Fee
Building moving or other structures	Each 100 square feet or fractional part thereof $20.00. Minimum $250.00
Construction trailer and sales model	$250.00 per trailer
Fences and/or walls on private property	Estimated value times 5.0 percent.
Construction Fence	Estimated value times 3.0 percent
Fence located on public property	$100.00 for first 50 feet Plus $20.00 for each additional 50 feet or a fraction thereof
Vacant lot fence annual inspection	$250.00 per calendar year
Demolitions	Single Family - $125.00 Flat Fee Multi-Family/Commercial - $250 Flat Fee
Construction dumpsters (Containers for the placement of construction debris shall not be placed within the public right-of-way without prior authorization by the Building & Zoning Department). Violation of this section shall be governed by Chapter 153 of the Village Code.)	$100.00 flat fee
Sandblasting	$125.00
All paving in connection with residential or commercial work, including concrete drives.	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
Asphalt resurfacing (including restriping):	Estimated value times 3 percent.
Concrete slabs	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.

Fees/Computations: Continued

Type	Fee
Electrical permits	Estimated value × 5.0 percent. Permit fee if the building is included in a master building permit issued by the Village: Estimated value × 3.0 percent.
Elevators, escalators and other transporting devices	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
Decibel meter reading to determine the sound level of mechanical equipment.	$125.00 Prepaid fee, per site visit or event
Air conditioning and refrigeration, including the relocation of equipment	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
Land clearing	$125.00 each 5,000 square feet of area or fraction thereof
Soil solidification in any form	$125.00 Flat Fee
Solar energy systems	See electrical and plumbing fee schedules
Swimming pools (including in-ground, above-ground, and spa)	Estimated value times 3.0 percent
Signs (including, but not limited to, projecting signs, flat signs, painted on wall signs, storefront signs, pylon signs, wall-mounted signs non-illuminated and illuminated, and all interior signs visible from the exterior of premises occupied such as shopping centers and malls): Note: illuminated signs are required to obtain an electrical sub-permit.	Estimated value times 3%
Plumbing permits (including water, sewer, and gas)	Estimated value × 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value × 3.0 percent.
Solar heating systems and designs	Fee computed as per building fee schedule, subsection (4). Note: Due to many variable designs and applications a separate electrical permit will be required.
Fire Alarm and/or Suppression	$125.00 Flat fee

Fees/Computations: Continued

Type	Fee
Certificate of occupancy, temporary or final, fee per unit	$180.00
Certificate of completion	$180.00
Change of Contractor	$125.00
Inspection Fees	(a) First inspection and first re-inspection included as part of the permit fee, no additional charge. Second re-inspection and each subsequent re-inspection, $75.00. (b) Repairs or corrections not made when inspection is called $75.00. (c) Work not ready for inspection when called, $75.00. (d) The payment for re-inspection fees, correction of workmanship or violations, shall be made before any further permits will be issued to the person responsible for or owing same. (e) No permit will be required for general maintenance or repairs which do not change the occupancy, and value of which is less than $500.00 in labor and materials. No permit is required for the construction or repair of any roof covering if less than 200 square feet in area.
Construction in Right-of-Way permit	Estimated value times 5.0 percent
Use of Right-of-Way permit	$150.00 for every five-day period
Construction Bond (refundable)	$500.00 – Single Family $1000.00 – Multifamily / Commercial $5000.00 – Right of Way Construction

Fees/Computations: Continued

Type	Fee
Filming	Purpose and objectives. (a) *Definitions.* For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning: *Film or filming* means any and all still, live or motion picture productions whether made on or by film, electronic tape or any other electronic device used to produce theatrical motion pictures, television entertainment motion pictures, industrial motion pictures, television commercials or print media. Filming shall include the erection and dismantling of the equipment associated therewith. *Permit* means a permit issued by the Village in accordance with the terms of this article. *Village Manager* means the Village Manager or authorized designee. (b) Applicability of article. This article shall apply to all the lands within the Village's jurisdiction, whether public or private. 1. Permit required; display. No person shall film within the Village without first applying for and obtaining a permit from Miami-Dade County and the Village. All permits shall be conspicuously displayed at the filming location. 2. Permit application. Applications for a permit: i. Shall be on the form provided by the Village. ii. Shall identify the applicant. iii. Shall identify the locations where filming is going to be conducted. If the applicant is the owner of the property where filming is going to be conducted, the city shall require proof of ownership, such as the deed, or if the applicant is not the owner, then the Village shall require the owner's sworn consent to the filming and proof of ownership. Shall require that the applicant provide evidence of public liability insurance in the minimum amount of $1,000,000.00 or as otherwise established by the Village. All insurance policies shall name the Village as an additional insured. v. Shall include a parking plan for automobiles, trucks, and other vehicles connected with the filming. vi. Shall include a site plan for the locations where filming will be conducted. vii. May, at the discretion of the Village Manager, require that the applicant post a cash bond to be determined by the Village Manager and be held by the Village to be used, if necessary, to repair damage to public property caused by the filming.

Fees/Computations: Continued	Type	Fee
	Filming	3. Limitations on permits. Permits issued by the Village shall be subject to the following: i. No filming shall be permitted from 11:00 p.m. to 7:00 a.m. ii. Other limitations as specified by the Village Manager depending on the location and type of filming such as requiring off-duty police officers to be present during filming. 4. Permit fees. A permit fee in the amount of $200.00 per day shall be due and payable at the time of permit application. Permit fees shall be doubled for all filming, which is done without first obtaining a permit. The additional fee shall be imposed as a penalty. 5. Permit criteria. A filming permit shall be granted unless the Village Manager finds that the proposed filming: i. Unduly impedes governmental business or public access; ii. Conflicts with previously scheduled activities; or iii. Imperils public safety. (d) Notice to property owners prior to filming. Forty-eight hours prior to commencing any permitted filming, the permit holder shall notify in writing all property owners within 300 feet of the filming location. The notice to owners shall include but not be limited to the location, date, hours and subject matter of the filming. (e) Penalty for violation of article. Any person who violates the provisions of this article shall be subject to a $500.00 fine and revocation of the permit. (f) Exemptions from article. The following shall be exempt from the provisions of this article: 1. Individuals filming or videotaping only for their own personal or family use. 2. Employees of print or electronic news media when filming ongoing news events. This exception shall not apply to simulations or reenactments orchestrated by print or electronic news media. 3. The filming proposed to be done as a result of the variance will be conducted in accordance with all standards in this article other than those for which a variance is being granted. (h) Appeals. Any person aggrieved by the terms of a permit issued by the Village Manager, by the decision not to issue a permit, by the revocation of a permit or by the denial of a variance may, within ten days of the decision, appeal to the Village Commission, whose decision shall be final.

Fees/Computations: Continued

Type	Fee
Engineering Plan Review	$125.00 per hour or the actual cost of engineering services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the structural engineering review mandated by Miami-Dade County.
Zoning Plan Review	$125.00 per hour or the actual cost of zoning services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the zoning review mandated by the Village Code.
Civil Plan Review	$95.00 per hour or the actual cost of engineering Civil plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village. Building Department to fully offset all fees and costs incurred by the Village in providing the civil review.
Flood Plan Review	$110.00 per hour or the actual cost of engineering Flood plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the flood review mandated by FEMA.
Public Works Plan Review	$95.00 per hour or the actual cost of Public Works plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village. Building Department to fully offset all fees and costs incurred by the Village in providing the Public Works review.

These fees shall be paid by the contractor or owner to the Village prior to the issuance of a permit and shall, if not paid, constitute a lien upon the property for which a building permit is sought. These fees shall be due and payable without regard to whether a permit is issued by the Building Department.
If the applicant has obtained the resulting building permit within 180 days of receipt of notice from the Village that the application is approved, then the Village may close the application out and maintain the proper records as required by Florida Statutes. An applicant wishing to receive a permit after the 180-day period must reapply with a new application. There shall be no refund of any prior payments or fees if the application has expired.

Fees/Computations: Continued

The following fees shall be charged in addition to the permit fees set forth above:

Type	Fee
Updating of the information technology system: A surcharge fee equal to five percent of the Total Permit Fees shall be charged for the development, maintenance, and updating of an information technology system. This fee will be deposited into an enterprise account to support the information technology system for the Building and Zoning Department.	Minimum $5.00 Maximum $500.00
Building Department Training and Education Surcharge	$0.25 per $1,000.00 cost of construction. Fee to be collected on master permit and/or stand-alone permit.
Extended construction hours fee	Per Village Code Section 96.15, the Village Manager may set fees for extended construction hours requests based on the expected consumption of Village resources and staff time.

Fees/Computations: Continued

A permit shall expire and become null and void if the work authorized by the permit is not commenced within 180 days from the date of issuance of the permit or if the work when commenced is suspended or abandoned at any time for a period of 180 days.

Work shall be considered to have commenced and be in active progress when in the opinion of the Building Official a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the structure throughout the day on each full working day, weather permitting until the structure is completed.

Such work on only one day or testing shall not be considered commencement of work. If the work covered by the permit has not commenced or has been commenced and been suspended or abandoned, the Building Official may extend such permit for a single period of 180 days from the date of expiration of the initial permit if request for extension is made and received by the city prior to the expiration date of the initial permit. If the work covered by the permit has commenced, is in progress, has not been completed and is being carried on progressively in a substantial manner in accordance with the definition set forth herein, the permit shall be in effect until completion of the job.

If work has commenced and the permit becomes null and void or expires because of a lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work. If a new building permit is not obtained within 180 days from the date the initial permit became null and void, the Building Official shall require that any work which has been commenced or completed be removed from the building site; or he may issue a new permit, on application, providing the working place and requirements to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

The fee for renewal, re-issuance, and extension of permit shall be:

Within six months of the expiration date	$250.00
After six months of the expiration date	$500.00
Extension of a permit before the expiration date	$125.00

Name:	**Business Tax Receipts**
Receiving Fund(s):	General Funds
Purpose:	To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.
Fees/Computations:	The following fees shall apply to Business Tax Receipts:

Type	Fee
All Applications and Renewals for Business Tax Receipts will be charged an administrative fee over the fees listed below.	$ 25.00
ABSTRACT, land title warranties or security companies	$ 275.00
ACCOUNTANTS AND AUDITORS	$ 125.00
ADMINISTRATIVE OFFICE	$ 125.00
AGENTS, bureau, brokers, operators, or dealers of all kinds, including commercial, insurance, real estate, loans, claims, transportation, manufacture, or any other kind of *business* or occupation except pawnbrokers, for each class of *business* handled, each firm.	$ 125.00
ADVERTISING PRODUCTS & SERVICES	$ 125.00
For each individual connected therewith as a salesperson	$ 37.00
ALCOHOLIC BEVERAGE VENDOR CERTIFICATE FEES (REGULATORY).	
a- Establishment selling beer and wine, for consumption off premises (no food)	$ 150.00
b- Establishment selling beer, wine, and/or liquor for consumption on premises	$ 750.00
c- Establishment selling beer and wine for consumption on premises	$ 150.00
d- Extra-hour establishment selling beer, wine and/or liquor for consumption on premises	$ 2,500.00
ADULT CONGREGATE LIVING FACILITY	$ 780.00
ANIMAL KENNEL	$ 125.00
APARTMENT HOUSES	
a- Containing three or more apartment units shall pay the following minimum fee covering first 15 rooms	$ 125.00
b- For each additional room over 15, counting every room that can be leased or rented, not included kitchens and bathrooms	$ 5.00
ARCHITECTS	$ 125.00

Fees/Computations: continued

Type	Fee
ARTISTS, including retouching, sketching, cartooning, crayon or ferrotype or other similar line	$ 62.00
ATTORNEYS	$ 125.00
AUDIO VISUAL PRODUCTION SERVICE	$ 125.00
AUDITING FIRM	$ 125.00
AUTOMATIC TELLER MACHINES	$ 150.00
AUCTION SALES (GENERAL) (BONDED) PER DAY	$ 60.00
AUCTION STORE (BONDED) Section 117.04 states: "An annual business tax is hereby imposed upon auctioneers for goods, wares, and merchandise sold at auctions by the owner, agent, the	$ 1,750.00
AUTOMOBILES	
a – Dealers	$ 125.00
b - Rental Agencies	$ 125.00
AUTOMOBILES FOR HIRE, except sightseeing buses, per auto	$ 100.00
Plus, per vehicle	$ 75.00
Private school and nursery buses, per bus	$ 62.00
AUTOMOBILE PAINT SHOP (alone or in connection with any other *business*	$ 125.00
AUTOMOBILE TOWING, the following *businesses* located and certificated in the Village are exempt from this *tax* if the towing of automobiles is incidental to the operation of their *business* auto repair shop, service or filling station, and automobile agency, for the first three trucks	$ 225.00
Plus, for each additional truck	$ 75.00
AUTOMATIC COIN GAMES. (SEE MARBLE MUSIC, PICTURE MACHINES AND VIDEO)	
AUTOMATIC COIN-OPERATED LAUNDRY WASHING MACHINE DISTRIBUTOR, where machines are not used in connection with certificated laundry	$ 175.00
Each machine	$ 5.00
a - AUTOMATIC COIN-OPERATED LAUNDRY MACHINES, not otherwise certificated, upon persons maintaining the same, or the proprietor thereof, each machine	$ 5.00
b - AUTOMATIC COIN-OPERATED CLOTHES DRIERS, not otherwise certificated, or the operator thereof, where machines are not used in connection with certificated laundry, each machine	$ 5.00

Fees/Computations: continued	Type	Fee
	BAKERY (manufacturing) employing five persons or less	$ 100.00
	BAKERY GOODS MARKET (Retail) or Department, within the meaning of this section shall be construed as any place of *business* where bakery goods are sold at retail, for such *business* contained within a retail establishment	$ 50.00
	And for a standalone establishment	$ 125.00
	BARBER SHOPS AND BEAUTY SHOPS	
	Each shop (minimum)	$ 125.00
	Per chair	$ 25.00
	BICYCLES, rent and repair	$ 100.00
	BOAT LIVERY renting not over eight boats, jet ski, surfboards	$ 75.00
	For each additional five boats, jet ski, surfboards or additional portion thereof	$ 43.75
	BOATS AND SHIPS	
	a- storage basins and sheds	$ 375.00
	b- sightseeing or excursion	$ 375.00
	c- boat sales	$ 375.00
	BONDSMAN—professional, each one should pay	$ 125.00
	BOOT AND SHOE REPAIR SHOP	$ 75.00
	BROADCASTING	
	a- Cable Television	$ 1,050.00
	b- Radio	$ 1,000.00
	c- Television	$ 1,500.00
	BUILDING AND LOAN ASSOCIATIONS; MORTGAGE COMPANIES; SAVINGS AND LOAN ASSOCIATIONS; BANKS CHARTERED BY THE STATE OF FLORIDA OR THE UNITED STATES OF AMERICA, AND EACH BRANCH THEREOF	$ 500.00
	BURGLAR ALARM/MONITORING COMPANY	$ 125.00
	BUTCHER/BUTCHER SHOP	$ 125.00
	CANDY AND CONFECTIONERY MAKERS employing	$ 125.00

Fees/Computations: continued	Type	Fee
	CARPET CLEANING	$ 150.00
	RENTAL (per machine)	$ 10.00
	CARPET INSTALLERS, FLOOR COVERING, CARPET, TILES, GLASS, ETC.	$ 125.00
	CAR WASH	$ 200.00
	CATERER	$ 125.00
	CHECK CASHING	$ 200.00
	CHEMISTS	$ 125.50
	CHIROPODIST (See division (A)(88) Podiatrists)	$ 125.00
	CHIROPRACTORS	$ 125.00
	COIN-OPERATED MERCHANDISE OR SERVICE VENDING MACHINES, except machines vending newspapers, drinking cups or postage stamps not otherwise provided for herein (distribution)	$ 125.00
	Each $0.01 machine 6.50	
	Each $0.02 through $0.15 machine 6.25	
	Each machine $0.16 and over 6.25	
	"Provided, further, that any person placing and maintaining any coin-operated newspaper vending machine or device in any public place shall procure and file with the Village Manager, or his designee, a liability insurance policy insuring such person for injury to the public caused by such machines in the sum of $10,000.00 for injury to any one person in the same accident, and $20,000.00 for injury to more than one person in the same accident, and $1,000.00 property damage in any one accident."	
	COMMERCIAL SANITATION SERVICES	$ 400.00
	COMPUTER DESKTOP PUBLISHING AND/OR VIDEO EDITING	$ 125.00
	COMPUTER RELATED SERVICES (not elsewhere classified)	$ 125.00
	CONSULTANT	$ 125.00
	CONTRACTORS	$ 250.00
	COURIER	$ 125.00

Fees/Computations: continued

Type	Fee
DANCE STUDIOS (where lessons are given to students, State certification required prior to issuance of license	$ 125.00
DATA PROCESSING SERVICE AGENCY	$ 125.00
DATA PROCESSING SOFTWARE DEVELOPMENT	$ 125.00
DAY CARE	$ 200.00
DENTISTS	$ 125.00
DETECTIVES, INCLUDING CIVIL, COMMERCIAL, CORPORATION, CRIMINAL, INDUSTRIAL, INSURANCE, RAILROAD AND OTHER SIMILAR INVESTIGATIONS	$ 125.00
DIETICIANS	$ 125.00
DOCTORS, PHYSICIANS, AND THE LIKE	$ 125.00
DOG GROOMING OR SMALL ANIMAL CLINIC OR PET SHOP EXCLUDING THE SALE OF DOGS	$ 125.00
DRESSMAKING/ALTERATIONS (no saleable stock without merchants license	$ 125.00
DRY CLEANING AND LAUNDRY (on premises)	$ 175.00
ELECTRICAL ENGINEERS	$ 125.00
ELECTROLOGISTS	$ 125.00
ELECTROLYSIS	$ 125.00
EMPLOYMENT AGENCY	$ 125.00
ENGINEERS (state license required)	$ 125.00
ENGRAVERS	$ 125.00
EXTERMINATORS, INSECT AND VERMIN	$ 175.00
FILM INDUSTRY	$ 150.00
FISH MARKETS	$ 150.00

Fees/Computations: continued

Type	Fee
FLORISTS, subject to the provisions of Chapter 35 of this Code	$ 100.00
FRUIT AND VEGETABLE MARKETS OR DEPARTMENTS, within the meaning of division (A)(48) of this section, shall be construed as any place of *business* where undried fruits and vegetables are sold at retail	$ 200.00
FRUIT, NUT, AND THE LIKE, PACKING, SHIPPING, whether operated in connection with any other *business* or not, subject to the provisions of this Code	$ 200.00
GARAGE, PUBLIC, for storage, repairing of automobiles, trucks and other motor vehicles, in addition, garages or service stations, selling accessories also require a merchant's receipt and garages must pay agent's *business tax* for each make of car for which they are authorized agents	$ 200.00
GARDENER (see Landscape Maintenance)	
GROCERY STORES, within the meaning of this section, shall be construed as any place of a *business* where groceries and food products are sold at retail	
a- Under 5,000 square feet	$ 468.75
b- Over 5,000 square feet	$ 781.25
HAIRDRESSING (see Beauty Shops)	
HALL FOR HIRE	$ 125.00
HELIPORTS	$ 250.00
HOMEOPATHIC PHYSICIANS	$ 125.00
HOTELS	$ 500.00
ICE CREAM, makers or manufacturers of	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
CERTIFICATES TO BE PAID BY INSURANCE COMPANIES:	
A *business tax* in the amount of $50.00 shall be required to be paid by all insurance companies conducting or engaging in *business* in the Village.	$ 50.00
INTERIOR DESIGNERS/DECORATORS	$ 125.00

Fees/Computations: continued

Type	Fee
JEWELERS shall be required to pay merchants *business tax*	$ 125.00
LABORATORIES, chemical, dental, optical or x-ray	$ 200.00
LABORATORY TECHNICIANS	$ 125.00
LANDSCAPE MAINTENANCE	$ 75.00
MARBLE MACHINES, ELECTRONIC GAMES, PICTURE MACHINES, VIDEO, AUTOMATIC COIN GAMES, or devices of skill or other similar machines or games operated for profit. Every person selling, leasing or renting one or more marble machines, electronic game, automatic coin game, video game, or device of skill or other similar machine or games (not in excess of three at any one location) for, or in connection with any other *business* shall, as a prerequisite, be required to pay a *business tax* of	$ 125.00
MASSEURS	$ 125.00
MEAT MARKETS OR MEAT DEPARTMENTS, within the meaning of this subsection shall be construed as any place of *business* where fresh meats, poultry or processed meats are sold at retail	$ 150.00
MECHANICAL ENGINEERS	$ 125.00
MERCHANTS, all persons engaged in the *business* of selling merchandise of any kind, sort or description, except as otherwise specifically provided by this section, shall be required to pay a merchant's *business tax*	$ 125.00
MESSENGER SERVICE, exclusive of telegrams	$ 100.00
MIRRORS/GLASS, makers or manufacturers of:	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
MONEY ORDER AGENCIES	$ 50.00
MONEY TRANSFER AGENCY	$ 150.00
MOTION PICTURE/VIDEO RENTAL AGENCY	$ 200.00
MUSIC, furnished by telephone wire	$ 187.00

Fees/Computations: Continued

Type	Fee
MUSIC BOXES, MECHANICAL PHONOGRAPHS, CONSOLES, JUKE BOXES or other similar machines. Every person selling, leasing or renting one or more music box, mechanical phonograph, console, juke box, or other similar machine along or in conjunction with any other *business* shall, as a prerequisite, be required to pay *business taxes* as follow:	
a- The applicant (distributor) desiring to sell, rent or lease one or more music box, mechanical phonograph, console, juke box or other similar machine shall file with the license department in person, if a natural person, or by duly authorized agents of the firm or corporation a *business tax* receipt to do *business* in the Village. Such receipt shall be issued to the applicant to engage in the selling, leasing, or renting of music boxes, mechanical phonographs, consoles, juke boxes or other similar machines alone or in connection with any other *business* upon the payment of a *business tax*	$ 625.00
b- In addition to the foregoing, there shall be imposed upon music boxes, mechanical phonographs, consoles, juke boxes, or other similar machines sold, leased or rented as aforesaid a *business tax* as follows: On each of the first 35	$ 125.00
c- For operating a music box, mechanical phonograph, console, juke box, or other similar machine where the operator thereof is not engaged in the *business* of selling, leasing, or renting any of such devices and where the operator of such device is the owner, thereof, there shall be paid a *business tax*	$ 125.00
Provided, however, that where such music box, mechanical phonograph, console, juke box or other similar machine is operated by coin receiving remote control selector unit or device used in connection with such music box, mechanical phonograph, console, juke box, or similar machine an additional *business tax*	$ 12.25
Provided, however, that before any such music box, mechanical phonograph, console, juke box, or other similar machine is so operated or used, a metal tag for each of same must be obtained from the Village Manager, or his designee, and must be affixed to the instrument or machine in a conspicuous place by the *business tax* receipt, such tag to be numbered serially and bear such appropriate inscription as the Village Manager, or his designee, may designate. Failure by the receipt holder to affix or cause to be affixed such tags to such instrument machine so certificated shall constitute a violation of this chapter.	

Fees/Computations: Continued

TYPE	FEE
NEWS DEPOT, not in connection with other *business*	$ 75.00
NEWSPAPERS OR PERIODICALS	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
NIGHTCLUBS	$ 2,500.00
NURSING HOMES, PRIVATE HOSPITAL AND CONVALESCENT HOME	$ 1,000.00
OPTICIANS	$ 125.00
OPTOMETRISTS	$ 125.00
OSTEOPATHS	$ 125.00
PARALEGALS	$ 125.00
PAWN SHOPS	$ 250.00
PHARMACISTS	$ 125.00
PHOTOGRAPHERS, not itinerant, including developing and printing or agencies for same or both	$ 125.00
PHYSICAL CULTURE DIRECTORS	$ 125.00
PHYSIOTHERAPISTS	$ 125.00
PICTURE FRAMING	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
c- Post office box service agency	$ 125.00
PICTURE TAKING MACHINES, each machine	$ 100.00
PODIATRISTS	$ 125.00
PRINTING, all kinds	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
c- Post office box service agency	$ 125.00
PRIVATE SCHOOLS, SCHOOLS, COLLEGES OR OTHER EDUCATIONAL OR TRAINING INSTITUTIONS, operated for profits, for each place of *business*	$ 250.00
PROPERTY MANAGEMENT, or the *business* or service of opening and closing of homes, or both	$ 125.00
RADIO DEALERS (See Merchants for rate)	
COMMERCIAL RECYCLING	$ 400.00

Fees/Computations: continued

TYPE	FEE
REPAIR SHOPS, including upholstering, furniture repairing, keys and locks, knife and lawn mower sharpening, refrigerator, and the like, for each place of business	$ 125.00
RESTAURANTS, DRUGSTORES, or other establishments serving food, permitting the operation of cafe, cafeteria, public dining room, tea room or restaurant with chairs or stools, each to count as one seat:	
a- The first 20 seats shall pay a minimum fee of	$ 125.00
b- For each additional seat over ten through 800	$ 5.00
c- For each additional seat over 800	$ 5.00
d- Flat annual fee for outdoor dining	$ 250.00
RUBBER STAMPS, MAKERS OR MANUFACTURERS OF, employing five persons or less	$ 125.00
SERVICE STATIONS	
a- First pump	$ 250.00
b- Each additional pump	$ 70.00
SIGHTSEEING BUSES, each bus	$ 75.00
SIGN WRITERS, provided one must have contractor's license and permit from the Chief Building Inspector in order to erect signs over six square feet in area	$ 125.00
SOCIOLOGIST OR MARRIAGE COUNSELOR	$ 125.00
SODA FOUNTAINS, provided that soda fountains operate in connection with regularly drugstore with a business tax receipt, restaurant or confectionery store do not require a	$ 85.00
SOLARIUM	$ 150.00
HEALTH SPAS AND CONVALESCENT HOMES	$ 780.00
SWIMMING POOLS (See Merchants or contractor's business tax receipt as applicable	$ 75.00
TAILOR, each shop	$ 125.00
TAX COLLECTION AGENCIES, includes auto tags, drivers' licenses, hunting and fishing licenses, boat registration, etc.	$ 175.00
TAXIDERMISTS	$ 125.00
TELEGRAPH/TELEPHONE COMPANIES	$ 200.00
THEATERS	$ 450.00
THEATRICAL OR DRAMATIC TROUPES, or companies for profit where performance is not given in a local theater holding a business tax receipt, each performance	$ 200.00
"THEATRICAL PERFORMANCE, wholly for benevolent or charitable purposes, no license required	Exempt

Fees/Computations: Continued

TYPE	FEE
TOWEL AND LINEN SUPPLY SERVICE, not including commercial laundry work, for each person delivering	$ 150.00
TRANSFER BUSINESS (baggage)	$ 125.00
TRANSPORTATION SERVICE	$ 150.00
TRAVEL BUREAU	$ 150.00
VALET PARKING, at hotels, high-rise apartments, houses each location	$ 175.00
WEIGHING MACHINES, each machine	$ 6.00
WHOLESALE DEALERS	
a- In dry goods, notions, jewelry, clothing, groceries, fruits, vegetables, produce of all kinds, or other merchandise, on foot or from wagons, trucks or other vehicles, selling or delivering at wholesale, including wholesale dry cleaners and wholesale laundries, except delivering on orders previously taken	$ 200.00
b - Provided, however, that any such wholesale dealers in meats and poultry who solicit or take orders for or deliver any cleansed, drawn or cut poultry or fresh meats, excluding hindquarters, smoked meats or fresh meats in bulk, without having a bona fide established place of business in the Village shall be required to obtain a permit as provided for in the case of retail solicitors and required to obtain separate business tax receipt thereof at	$ 200.00
WINDOW CLEANERS AND JANITOR SERVICE	$ 200.00

Name:	**Police Services**
Receiving Fund(s):	General Funds
Purpose:	The Police Department will deliver the highest level of efficient and effective community based public safety services through our unwavering commitment to organizational excellence.
Fees/Computations:	

TYPE	FEE
False alarm fee for non-emergency Fire and Police alarms	The first two are $0; each additional false alarm is $300
No Trespassing Sign	$50 per sign

Name:	**Public Work Department Fees**
Receiving Fund(s):	General Funds
Purpose:	Assist in the maintenance of all Village streets, including resurfacing, potholes repair, re-striping. The Department is also responsible for the landscaping, signage, water systems, sewer systems, stormwater systems, and parking throughout the Village.
Fees/Computations:	

TYPE	FEE
Rental of municipal parking (in front of Treasure Island Care Center) located east of the intersection of Mutiny and North Treasure Dr.	$2,000 per month parking lease from TICC
Visitor Metered Parking in Harbor Island	$2.00 per hour for metered parking
Monthly Guest Parking Permit (if available)	$75.00 per month
Parking Permit for Residents of Legacy Buildings in Harbor Island	$100.00 per year
Additional Parking Permit for Residents of Legacy Buildings in Harbor Island (if available)	$150.00 per year
Parking Permit for Residents of Non-Legacy Buildings in Harbor Island (if available)	$300.00 per year
Parking Permit Transfer Fee for Residents in Harbor Island	$25.00 per transfer
Commercial Employee Parking in Harbor Island	$300.00 per year
Commercial & multifamily buildings inspections for probable sewer backup when a backup occurs on the private property side.	$50.00 per each occurrence

<table>
<tr><td>Name:</td><td>Lobbyist Registration</td></tr>
<tr><td>Receiving Fund(s):</td><td>General Funds</td></tr>
<tr><td>Purpose:</td><td>To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.</td></tr>
<tr><td>Fees/Computations:</td><td>
<table>
<tr><th>TYPE</th><th>FEE</th></tr>
<tr><td>Lobbyist Annual Registration Fees and Lobbyist Principal Fees</td><td>$300 annual fee; $100 per principal</td></tr>
<tr><td></td><td></td></tr>
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</td></tr>
<tr><td>Name:</td><td>Short Term Vacation Rental Licenses</td></tr>
<tr><td>Receiving Fund(s):</td><td>General Funds</td></tr>
<tr><td>Purpose:</td><td>Short term vacation rental (STVR) licensing fees shall be used to cover costs associated with the administration and enforcement of short-term vacation rental regulations for Short Term Vacation Rental properties.</td></tr>
<tr><td>Fees/Computations:</td><td>
<table>
<tr><th>TYPE</th><th>FEE</th></tr>
<tr><td>Initial License Application Fee</td><td>$800.00</td></tr>
<tr><td>License Renewal or Modification Fee</td><td>$500.00</td></tr>
<tr><td>Change of Agent</td><td>$250.00</td></tr>
<tr><td>Vested Rights Determination Application</td><td>$1,500.00</td></tr>
<tr><td>Appeal of Vested Rights Determination</td><td>$1,000.00</td></tr>
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NORTH BAY VILLAGE

Fee Schedule

NORTH BAY VILLAGE
EST. 1945

December 16, 2025
~~June 17, 2025~~

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Name:	**Copies and Services**
Receiving Fund(s):	General Funds
Purpose:	To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.
Fees/Computations:	

TYPE	Fee
Document printing not to exceed 8 ½ x12”	$0.15 per page, single sided $0.20 per page, double sided
Document printing exceeding 8 ½ x14” but not larger than 11 x 17”	$0.50 per page
Document printing for which the Village does not have the necessary equipment.	Actual cost to the Village of obtaining a copy from a third party and if obtaining the copy requires physical transmittal away from Village Hall, then the actual cost of courier service or labor costs incurred by or attributable to the Village for the clerical or supervisory assistance required for the transmittal shall likewise be charged.
~~Tape recordings – per cassette~~	~~$8.00~~
DVD/disk/USB recordings, per DVD/disk/USB	$10.00
Annual Audit	$10.00
Annual Budget	$15.00 – Bound $0.15 per page, single sided $0.20 per page, double sided
Certification of Copies	$1.00
Village Charter	actual cost, plus mailing and handling fee
Village Code Book Supplements	$150.00 Actual Cost, plus mailing and handling fee
Zoning Code	$20.00
Notary Service	$10.00 ~~$8.00~~
Marriage Ceremony	$30.00 ~~$20.00~~
Open Permit Search	$25.00
Contractors’ Registration	$25.00

Fees/Computations continued:

Standard Lien Search	$150.00 ~~$100.00~~
Special Event Permits	$500.00 ~~$250.00~~
Additional Event fees (all events)	Extra-Duty Police Officer: $75.00 per hour per officer for a minimum of 4 Hours, plus $35.00 Administrative fee. Road Closures/Right of Way Closures: Fee subject to location and area size. Late Application Fee: $100.00
Sewer Capacity Certification Letter	$75.00
Zoning Certification Letter	$75.00

In accordance with the provisions of Florida Statues § 119.07, with respect to public records requests, the Village is permitted and shall charge an extensive research fee whenever extraordinary time constraint is designated by the person requesting copies or research of public records, requiring extraordinary expenditure of time by the Village Clerk's office or other Village department acting as records custodian. To comply with the request, the Village clerk or other Village department acting as records custodian shall collect the cost of providing such extraordinary services (i.e., the extensive research fee) in advance and in addition to the fees, which shall be established, by the Village. For purposes of this section, the term "extraordinary expenditure of time" shall mean 15 minutes or more. The extensive research fee shall be calculated using the hourly wage of the employee performing such services.

Where fees are chargeable under this section but are not specifically set forth herein, the Village Manager is authorized to charge a fee or fees based upon the guidelines and standards set forth. Where feasible, the Village Manager shall promulgate a schedule of rates governing employees' times for extensive clerical or supervisory assistance. The Village Manager shall review the rate schedule at least every six months, commencing the first day of each fiscal year.

Any person desiring to obtain copies or review Village records, the nature or volume of which is such as to require extensive clerical or supervisory assistance, shall first make an appointment to do so with the Village Clerk.

No original document or tape recording shall be examined or reviewed other than in the presence of the Village Clerk, or designee thereof as custodian of the records of the Village. Any time spent by the Village Clerk, or designee of the Village Clerk supervising the review of original documents or tape recordings shall be deemed time spent in extensive clerical or supervisory assistance as defined in this section and shall be subject to the prescribed charges for the service.

Name:	**Development Approval Fee and Cost Recovery Deposit Schedule**
Receiving Fund(s):	
Purpose:	To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.
Fees/Computations:	

Type of Request	Filing Fee	Cost Recovery Deposit*
Amendments		
Comprehensive Plan Text Amendment	$2,000	$15,000
Comprehensive Plan Future Land Use Map Amendment	$2,000	$15,000
Zoning Map Amendment **	$2,000	$12,000
Unified Land Development Code Amendment **	$2,000	$10,000
Site Plan Review		
Single Family Residential (no commission)	$1,000	$2,000
Multifamily Residential and New Non-Residential	$2,000	$15,000
Special Area Plan Permit (DRC, no commission)	$1,000	$12,000
Administrative Site Plan Review (DRC, no commission)	$1,000	$12,000
Site Plan Modification (Commission review)		
Single Family Residential	$1,000	$2,000
Multifamily Residential and Non-Residential	$2,000	$8,000
Administrative Site Plan Modification (No commission review)		
Single Family Residential	$600	$1,000
Multifamily Residential and Non-Residential	$600	$4,000
Variances, Waivers and Administrative Adjustments (Per instance)		
Administrative Adjustment (Single Family)	$600	$2,000
Single Family Residential Variance	$1,000	$3,000
Multifamily Residential and Non-Residential Variance	$1,000	$5,000
Sign Variance	$1,000	$2,000
Alcoholic Beverage Sales Variance	$1,000	$3,000
Waiver ***	$600	$1,500
Extension of Waiver ***	$300	$500
Use Exceptions and Warrants		
Single Family Residential Use Exception	$1,000	$2,000
Multifamily Residential and Non-Residential Use Exception	$1,000	$4,000
Warrant ***	$600	$1,500
Extension of Warrant ***	$300	$500

Fees/Computations continued:

Type of Request	Filing Fee	Cost Recovery Deposit*
Renewals/Resubmissions of Site Plans, Variances, and Use Exceptions ****		
Single Family Residential and Existing Non-Residential	50% of original filing fee	$1,000
Multifamily Residential and New Non-Residential	50% of original filing fee	$2,000
Other Requests		
Dock Application	$300	$,2000
Appeal of Administrative Decision	$600	$3,000
Preliminary and Final Plat	$1,000	$10,000
Waiver of Plat	$1,000	$4,000
Transfer of Density Rights Application	$150	$500
Preapplication Conference	$150	$2,000
Zoning and Land Use Verification (Basic/Comprehensive)	$75	$75/$150
Certificate of Use	$75	$150
Official Interpretation of Unified Land Development Code	$150	$1,000

* In accordance with Section 5.12, “Filing fees, charges for consultant services, and escrow account” of the North Bay Village Unified Land Development Code (ULDC), the applicant is responsible for the actual cost of professional review services for development applications, including but not limited to: engineering, planning, legal, technical, environmental, etc. Regardless of the outcome, these review costs shall be deducted from the cost recovery deposit. Depending on the level of effort involved in the review, should the cost exceed the initial deposit, the applicant shall be required to replenish the cost recovery deposit. However, if the cost recovery deposit is not entirely expended, the remaining balance will be refunded to the applicant. Filing fees are not refundable.

Including Special Area Plan text amendments and amendments to the Zoning Map.

*** Per Sec. 15.1.H. of Chapter 15, Form-Based Code, of the ULDC

**** If, in the opinion of the Village Manager or his/her designee, the resubmitted project is so substantially modified as to represent a new project on the same property, the resubmission fee shall be equal to the original filing fee appropriate to the particular project.

Note: In addition to application fees and cost recovery deposits, applicants shall be responsible for the cost of all required advertising and mailing of notices.

Name:	**Community Contribution Fees Associated with Development Approvals**
Receiving Fund(s):	
Purpose:	Community contribution fees collected according to following schedule shall be utilized for the purchase and improvement of existing or future Village parks, land for additional public open space, other public amenities, beautification projects, or infrastructure improvement projects.
Fees/Computations:	

Community Contribution Fees for
Additional Density in the T6 Transect Zone (Sec. 15.2, H.) *

1. The initial community contribution fee is $20,000.00 per additional unit of density above the base density of 70 units/acre. This fee amount shall be reviewed and, as necessary, adjusted by the Village Commission on the recommendation of the Village Manager as part of the annual budget process.
2. Projects shall be categorized as either Tier 1 (71-120 units/acre) or Tier 2 (121-150 units/acre).
3. Community contribution fees for additional units of density shall be calculated and assessed by the Village based on the following schedule, unless otherwise stipulated by the Village Commission:

	% of Fee Assessed	
	Tier 1 (71-120 u/ac)	Tier 2 (210-150 u/ac)
With site plan approved within 12 months from effective date of Chapter 15 of the ULDC (Form-Based Code)	0%	25%
With site plan approved between 12-18 months from effective date of Chapter 15 of the ULDC (Form-Based Code)	25%	50%
With site plan approved within 18-24 months from adoption date of Chapter 15 of the ULDC.	50%	75%
With site plan approved 2 or more years from adoption date of Chapter 15 of the ULDC.	100%	100%

4. Twenty-five percent (25%) of the total assessed Community Contribution Fee shall be payable within 90 days of Commission approval of the site and development plan and shall be nonrefundable.
5. The remaining seventy-five percent (75%) of the Community Contribution Fee shall be payable prior to or upon the issuance of a building permit and shall be non-refundable.
6. The Community Contribution fee shall be flat on a per-unit-of-additional-density basis.

Fees/Computations continued:

Community Contribution Fees for Bonus Height in the RM-70 and CG Zoning Districts (Sec. 8.12) *
Community contribution fees for bonus height shall be calculated and assessed by the Village based on the following schedule, unless otherwise stipulated by the Village Commission.
(a) Residential and Hotel/Motel Uses
For every 10 feet of bonus building height approved by the Village Commission: • $750.00 per residential dwelling unit in the building • $250.00 per hotel/motel sleeping unit in the building
(b) Office, Retail or Restaurant Uses
$10.00 per square foot that exceeds maximum base height (excluding uncovered steps and exterior balconies).

Community Contribution Fees for Transfer of Density Rights (TDR) Program (Sec. 8.13) *
$125,000.00 per nonwaterfront transferred density unit, and $150,000.00 per waterfront transferred density unit approved by the Village Commission. **

* Community Contribution Fees to be reviewed annually and adjusted as necessary by the Village Commission on the recommendation of the Village Manager during the budget process.
** The Community Contribution Fee for Transfer of Density Rights shall be paid to North Bay Village within 90 days of site plan approval by the Village Commission.

Name:	**Building and Permits Fees**
Receiving Fund(s):	Building Fee Fund
Purpose:	The Building Department serves to protect the health, safety, and welfare of the public; and to enhance the general quality of life through interpretation and enforcement of the Florida Building Code, as well as other applicable regulations governing construction and land use.
Fees/Computations:	No person shall erect or construct or proceed with the erection or construction of any building or structure, nor add to, enlarge, move, improve, alter, convert, extend or demolish any building or structure, where the cost of the work is more than $500.00 without first obtaining a building permit. Exception: Any construction activities, regardless of the value, that include structural, electrical, plumbing, or mechanical work, shall require a permit. Applicants are entitled to receive a 50% discount of base permit fees for these permit types: impact windows and doors, shutters, roofs, generators, and solar installations, and living seawalls. * ~~Applicants are entitled to receive a 40% discount of base permit fees for these permit types: living seawalls. *~~ *The discount will expire on December 31, 2026 ~~2025~~, prior to which the Village Commission will consider a renewal of this policy for the following year or for a period determined by that body. Applicants using a Private Provider are entitled to a discount of the base permit fee not to exceed 10%, 5% for plan review and 5% for inspections. All municipal permit fees are waived for Village projects. Owner/Builder permits are exempt from contract requirements. Minimum Permit Fee for all disciplines $125.00.

Type	Fee
Upfront Application fee for Building Permit	$125.00 non-refundable
Base Permit Fee Exceeds $400.00	Non-refundable plan review fee equal to one-third of the base building permit fee (including electrical, plumbing, and mechanical) paid at the time of submittal of the building permit application. This fee shall be applied to the total fees at the time of issuance of the building permit. Should a building permit not be issued, this fee shall not be refunded.

Name:	**Building and Permits Fees (cont'd.)**
Receiving Fund(s):	Building Fee Fund
Purpose:	The Building Department serves to protect the health, safety, and welfare of the public; and to enhance the general quality of life through interpretation and enforcement of the Florida Building Code, as well as other applicable regulations governing construction and land use.
Fees/Computations:	For purposes of determining the permit fee, the value of the work to be performed under the permit shall be determined as follows: For new construction of and additions to the Florida Building Code occupancies, the construction value of the work shall be the current values established by the Miami-Dade Board of County Commission. For miscellaneous permit activity not otherwise provided for in this section, including but not limited to repair, or alterations, or changes to electrical service, the value of the work shall be the actual value of such work as determined by the applicant and approved by the Building Official. The applicant shall be responsible for accurate reporting of the value of the work, and the reported value shall be subject to review and verification by the Building Official. Copy of executed contract required for all permits.

Type	Fee
New buildings and/or additions including, but not limited to, residential, mixed-use residential, residential/office, mixed-use office, institutional, educational, hotels, and condo-hotels:	**2% of the value of a job (based off of executed contract).** Plus additional fees for electrical, plumbing, and mechanical and sign permits as listed herein.
New Commercial Construction including but not limited to industrial, parking garage, and warehouses:	**2% of the value of a job (based off of executed contract).** Plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.
New Construction Other Than as Specified Herein (water towers, pylons, bulk storage tank foundations, sea walls, bulkheads, docks, and similar construction):	**2% of the value of a job** Plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.
New Construction Only: Sub-permits associated with a master permit including but not limited to Electrical, Mechanical, Plumbing, Windows, Doors, Roof, etc.	**1% of the value of a job (based off executed contract)**
New Metal-Wood and/or Prefab Storage Sheds and Utility Buildings:	**Flat fee $125.00** Plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.

<table>
<tr><td>Name:</td><td>Building and Permit Fees (cont’d)</td></tr>
<tr><td>Receiving Fund(s):</td><td>Building Fee Fund</td></tr>
<tr><td>Purpose:</td><td>The Building Department serves to protect the health, safety, and welfare of the public; and to enhance the general quality of life through interpretation and enforcement of the Florida Building Code, as well as other applicable regulations governing construction and land use.</td></tr>
<tr><td>Fees/Computations:</td><td>The following fees shall apply to building permits only and shall not include fees for plumbing, electrical, or mechanical installation.

Alterations, remodeling, and repairs to building and other structures:
<table>
<tr><th>Type</th><th>Fee</th></tr>
<tr><td>Single-family homes, duplexes, and areas within a residential condominium unit (including repairs due to fire damage)</td><td>Estimated value times 1.5 percent.</td></tr>
<tr><td>Multifamily Residential (including repairs due to fire damage)</td><td>Estimated value times 1.5 percent.</td></tr>
<tr><td>Commercial occupancy (including repairs due to fire damage)</td><td>Estimated value times 3 percent.</td></tr>
<tr><td>Installation of exterior operable windows and exterior sliding glass door in new buildings or additions exceeding two stories in height, and the installation, alteration, and repair of such windows and doors in existing buildings of any height, as follows:

New installation or replacement</td><td>Estimated value times 5.0 percent.

If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.</td></tr>
<tr><td>Exterior Paint Color Compliance Review (Zoning Required)</td><td>$125.00 Flat Fee</td></tr>
<tr><td>Curtain walls including windows and doors therein</td><td>Estimated value times 5.0 percent.

If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.</td></tr>
<tr><td>Roofs (including re-roofing)</td><td>Estimated value times 5.0 percent.

If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.</td></tr>
<tr><td>Storm shutters</td><td>Estimated value times 5.0 percent</td></tr>
<tr><td>Awnings, canopies, residential patios or carports (with Fire Bureau approval)</td><td>Estimated value time 3.0 percent</td></tr>
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Fees/Computations: Continued

Type	Fee
Building moving or other structures	Each 100 square feet or fractional part thereof $20.00. Minimum $250.00
Construction trailer and sales model	$250.00 per trailer
Fences and/or walls on private property	Estimated value times 5.0 percent.
Construction Fence	Estimated value times 3.0 percent
Fence located on public property	$100.00 for first 50 feet Plus $20.00 for each additional 50 feet or a fraction thereof
Vacant lot fence annual inspection	$250.00 per calendar year
Demolitions	Single Family - $125.00 Flat Fee Multi-Family/Commercial - $250 Flat Fee
Construction dumpsters (Containers for the placement of construction debris shall not be placed within the public right-of-way without prior authorization by the Building & Zoning Department). Violation of this section shall be governed by Chapter 153 of the Village Code.)	$100.00 flat fee
Sandblasting	$125.00
All paving in connection with residential or commercial work, including concrete drives.	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
Asphalt resurfacing (including restriping):	Estimated value times 3 percent.
Concrete slabs	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.

Fees/Computations: Continued

Type	Fee
Electrical permits	Estimated value × 5.0 percent. Permit fee if the building is included in a master building permit issued by the Village: Estimated value × 3.0 percent.
Elevators, escalators and other transporting devices	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
Decibel meter reading to determine the sound level of mechanical equipment.	$125.00 Prepaid fee, per site visit or event
Air conditioning and refrigeration, including the relocation of equipment	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
Land clearing	$125.00 each 5,000 square feet of area or fraction thereof
Soil solidification in any form	$125.00 Flat Fee
Solar energy systems	See electrical and plumbing fee schedules
Swimming pools (including in-ground, above-ground, and spa)	Estimated value times 3.0 percent
Signs (including, but not limited to, projecting signs, flat signs, painted on wall signs, storefront signs, pylon signs, wall-mounted signs non-illuminated and illuminated, and all interior signs visible from the exterior of premises occupied such as shopping centers and malls): Note: illuminated signs are required to obtain an electrical sub-permit.	Estimated value times 3%
Plumbing permits (including water, sewer, and gas)	Estimated value × 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value × 3.0 percent.
Solar heating systems and designs	Fee computed as per building fee schedule, subsection (4). Note: Due to many variable designs and applications a separate electrical permit will be required.
Fire Alarm and/or Suppression	$125.00 Flat fee

Fees/Computations: Continued

Type	Fee
Certificate of occupancy, temporary or final, fee per unit	$180.00
Certificate of completion	$180.00
Change of Contractor	$125.00
Inspection Fees	(a) First inspection and first re-inspection included as part of the permit fee, no additional charge. Second re-inspection and each subsequent re-inspection, $75.00. (b) Repairs or corrections not made when inspection is called $75.00. (c) Work not ready for inspection when called, $75.00. (d) The payment for re-inspection fees, correction of workmanship or violations, shall be made before any further permits will be issued to the person responsible for or owing same. (e) No permit will be required for general maintenance or repairs which do not change the occupancy, and value of which is less than $500.00 in labor and materials. No permit is required for the construction or repair of any roof covering if less than 200 square feet in area.
Construction in Right-of-Way permit	Estimated value times 5.0 percent
Use of Right-of-Way permit	$150.00 for every five-day period
Construction Bond (refundable)	$500.00 – Single Family $1000.00 – Multifamily / Commercial $5000.00 – Right of Way Construction

Fees/Computations: Continued	Type	Fee
	Filming	Purpose and objectives. (a) *Definitions.* For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning: *Film or filming* means any and all still, live or motion picture productions whether made on or by film, electronic tape or any other electronic device used to produce theatrical motion pictures, television entertainment motion pictures, industrial motion pictures, television commercials or print media. Filming shall include the erection and dismantling of the equipment associated therewith. *Permit* means a permit issued by the Village in accordance with the terms of this article. *Village Manager* means the Village Manager or authorized designee. (b) Applicability of article. This article shall apply to all the lands within the Village's jurisdiction, whether public or private. 1. Permit required; display. No person shall film within the Village without first applying for and obtaining a permit from Miami-Dade County and the Village. All permits shall be conspicuously displayed at the filming location. 2. Permit application. Applications for a permit: i. Shall be on the form provided by the Village. ii. Shall identify the applicant. iii. Shall identify the locations where filming is going to be conducted. If the applicant is the owner of the property where filming is going to be conducted, the city shall require proof of ownership, such as the deed, or if the applicant is not the owner, then the Village shall require the owner's sworn consent to the filming and proof of ownership. Shall require that the applicant provide evidence of public liability insurance in the minimum amount of $1,000,000.00 or as otherwise established by the Village. All insurance policies shall name the Village as an additional insured. v. Shall include a parking plan for automobiles, trucks, and other vehicles connected with the filming. vi. Shall include a site plan for the locations where filming will be conducted. vii. May, at the discretion of the Village Manager, require that the applicant post a cash bond to be determined by the Village Manager and be held by the Village to be used, if necessary, to repair damage to public property caused by the filming.

Fees/Computations: Continued	Type	Fee
	Filming	3. Limitations on permits. Permits issued by the Village shall be subject to the following: i. No filming shall be permitted from 11:00 p.m. to 7:00 a.m. ii. Other limitations as specified by the Village Manager depending on the location and type of filming such as requiring off-duty police officers to be present during filming. 4. Permit fees. A permit fee in the amount of $200.00 per day shall be due and payable at the time of permit application. Permit fees shall be doubled for all filming, which is done without first obtaining a permit. The additional fee shall be imposed as a penalty. 5. Permit criteria. A filming permit shall be granted unless the Village Manager finds that the proposed filming: i. Unduly impedes governmental business or public access; ii. Conflicts with previously scheduled activities; or iii. Imperils public safety. (d) Notice to property owners prior to filming. Forty-eight hours prior to commencing any permitted filming, the permit holder shall notify in writing all property owners within 300 feet of the filming location. The notice to owners shall include but not be limited to the location, date, hours and subject matter of the filming. (e) Penalty for violation of article. Any person who violates the provisions of this article shall be subject to a $500.00 fine and revocation of the permit. (f) Exemptions from article. The following shall be exempt from the provisions of this article: 1. Individuals filming or videotaping only for their own personal or family use. 2. Employees of print or electronic news media when filming ongoing news events. This exception shall not apply to simulations or reenactments orchestrated by print or electronic news media. 3. The filming proposed to be done as a result of the variance will be conducted in accordance with all standards in this article other than those for which a variance is being granted. (h) Appeals. Any person aggrieved by the terms of a permit issued by the Village Manager, by the decision not to issue a permit, by the revocation of a permit or by the denial of a variance may, within ten days of the decision, appeal to the Village Commission, whose decision shall be final.

Fees/Computations: Continued

Type	Fee
Engineering Plan Review	$125.00 per hour or the actual cost of engineering services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the structural engineering review mandated by Miami-Dade County.
Zoning Plan Review	$125.00 per hour or the actual cost of zoning services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the zoning review mandated by the Village Code.
Civil Plan Review	$95.00 per hour or the actual cost of engineering Civil plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village. Building Department to fully offset all fees and costs incurred by the Village in providing the civil review.
Flood Plan Review	$110.00 per hour or the actual cost of engineering Flood plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the flood review mandated by FEMA.
Public Works Plan Review	$95.00 per hour or the actual cost of Public Works plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village. Building Department to fully offset all fees and costs incurred by the Village in providing the Public Works review.

These fees shall be paid by the contractor or owner to the Village prior to the issuance of a permit and shall, if not paid, constitute a lien upon the property for which a building permit is sought. These fees shall be due and payable without regard to whether a permit is issued by the Building Department.
If the applicant has obtained the resulting building permit within 180 days of receipt of notice from the Village that the application is approved, then the Village may close the application out and maintain the proper records as required by Florida Statutes. An applicant wishing to receive a permit after the 180-day period must reapply with a new application. There shall be no refund of any prior payments or fees if the application has expired.

Fees/Computations: Continued

The following fees shall be charged in addition to the permit fees set forth above:

Type	Fee
Updating of the information technology system: A surcharge fee equal to five percent of the Total Permit Fees shall be charged for the development, maintenance, and updating of an information technology system. This fee will be deposited into an enterprise account to support the information technology system for the Building and Zoning Department.	Minimum $5.00 Maximum $500.00
Building Department Training and Education Surcharge	$0.25 per $1,000.00 cost of construction. Fee to be collected on master permit and/or stand-alone permit.
Extended construction hours fee	Per Village Code Section 96.15, the Village Manager may set fees for extended construction hours requests based on the expected consumption of Village resources and staff time.

Fees/Computations: Continued

A permit shall expire and become null and void if the work authorized by the permit is not commenced within 180 days from the date of issuance of the permit or if the work when commenced is suspended or abandoned at any time for a period of 180 days.

Work shall be considered to have commenced and be in active progress when in the opinion of the Building Official a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the structure throughout the day on each full working day, weather permitting until the structure is completed.

Such work on only one day or testing shall not be considered commencement of work. If the work covered by the permit has not commenced or has been commenced and been suspended or abandoned, the Building Official may extend such permit for a single period of 180 days from the date of expiration of the initial permit if request for extension is made and received by the city prior to the expiration date of the initial permit. If the work covered by the permit has commenced, is in progress, has not been completed and is being carried on progressively in a substantial manner in accordance with the definition set forth herein, the permit shall be in effect until completion of the job.

If work has commenced and the permit becomes null and void or expires because of a lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work. If a new building permit is not obtained within 180 days from the date the initial permit became null and void, the Building Official shall require that any work which has been commenced or completed be removed from the building site; or he may issue a new permit, on application, providing the working place and requirements to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

The fee for renewal, re-issuance, and extension of permit shall be:

Within six months of the expiration date	$250.00
After six months of the expiration date	$500.00
Extension of a permit before the expiration date	$125.00

Name:	**Business Tax Receipts**
Receiving Fund(s):	General Funds
Purpose:	To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.
Fees/Computations:	The following fees shall apply to Business Tax Receipts:

Type	Fee
All Applications and Renewals for Business Tax Receipts will be charged an administrative fee over the fees listed below.	$ 25.00
ABSTRACT, land title warranties or security companies	$ 275.00
ACCOUNTANTS AND AUDITORS	$ 125.00
ADMINISTRATIVE OFFICE	$ 125.00
AGENTS, bureau, brokers, operators, or dealers of all kinds, including commercial, insurance, real estate, loans, claims, transportation, manufacture, or any other kind of *business* or occupation except pawnbrokers, for each class of *business* handled, each firm.	$ 125.00
ADVERTISING PRODUCTS & SERVICES	$ 125.00
For each individual connected therewith as a salesperson	$ 37.00
ALCOHOLIC BEVERAGE VENDOR CERTIFICATE FEES (REGULATORY).	
a- Establishment selling beer and wine, for consumption off premises (no food)	$ 150.00
b- Establishment selling beer, wine, and/or liquor for consumption on premises	$ 750.00
c- Establishment selling beer and wine for consumption on premises	$ 150.00
d- Extra-hour establishment selling beer, wine and/or liquor for consumption on premises	$ 2,500.00
ADULT CONGREGATE LIVING FACILITY	$ 780.00
ANIMAL KENNEL	$ 125.00
APARTMENT HOUSES	
a- Containing three or more apartment units shall pay the following minimum fee covering first 15 rooms	$ 125.00
b- For each additional room over 15, counting every room that can be leased or rented, not included kitchens and bathrooms	$ 5.00
ARCHITECTS	$ 125.00

Fees/Computations: continued

Type	Fee
ARTISTS, including retouching, sketching, cartooning, crayon or ferrotype or other similar line	$ 62.00
ATTORNEYS	$ 125.00
AUDIO VISUAL PRODUCTION SERVICE	$ 125.00
AUDITING FIRM	$ 125.00
AUTOMATIC TELLER MACHINES	$ 150.00
AUCTION SALES (GENERAL) (BONDED) PER DAY	$ 60.00
AUCTION STORE (BONDED) Section 117.04 states: "An annual business tax is hereby imposed upon auctioneers for goods, wares, and merchandise sold at auctions by the owner, agent, the	$ 1,750.00
AUTOMOBILES	
a – Dealers	$ 125.00
b - Rental Agencies	$ 125.00
AUTOMOBILES FOR HIRE, except sightseeing buses, per auto	$ 100.00
Plus, per vehicle	$ 75.00
Private school and nursery buses, per bus	$ 62.00
AUTOMOBILE PAINT SHOP (alone or in connection with any other *business*	$ 125.00
AUTOMOBILE TOWING, the following *businesses* located and certificated in the Village are exempt from this *tax* if the towing of automobiles is incidental to the operation of their *business* auto repair shop, service or filling station, and automobile agency, for the first three trucks	$ 225.00
Plus, for each additional truck	$ 75.00
AUTOMATIC COIN GAMES. (SEE MARBLE MUSIC, PICTURE MACHINES AND VIDEO)	
AUTOMATIC COIN-OPERATED LAUNDRY WASHING MACHINE DISTRIBUTOR, where machines are not used in connection with certificated laundry	$ 175.00
Each machine	$ 5.00
a - AUTOMATIC COIN-OPERATED LAUNDRY MACHINES, not otherwise certificated, upon persons maintaining the same, or the proprietor thereof, each machine	$ 5.00
b - AUTOMATIC COIN-OPERATED CLOTHES DRIERS, not otherwise certificated, or the operator thereof, where machines are not used in connection with certificated laundry, each machine	$ 5.00

Fees/Computations: continued	Type	Fee
	BAKERY (manufacturing) employing five persons or less	$ 100.00
	BAKERY GOODS MARKET (Retail) or Department, within the meaning of this section shall be construed as any place of *business* where bakery goods are sold at retail, for such *business* contained within a retail establishment	$ 50.00
	And for a standalone establishment	$ 125.00
	BARBER SHOPS AND BEAUTY SHOPS	
	Each shop (minimum)	$ 125.00
	Per chair	$ 25.00
	BICYCLES, rent and repair	$ 100.00
	BOAT LIVERY renting not over eight boats, jet ski, surfboards	$ 75.00
	For each additional five boats, jet ski, surfboards or additional portion thereof	$ 43.75
	BOATS AND SHIPS	
	a- storage basins and sheds	$ 375.00
	b- sightseeing or excursion	$ 375.00
	c- boat sales	$ 375.00
	BONDSMAN—professional, each one should pay	$ 125.00
	BOOT AND SHOE REPAIR SHOP	$ 75.00
	BROADCASTING	
	a- Cable Television	$ 1,050.00
	b- Radio	$ 1,000.00
	c- Television	$ 1,500.00
	BUILDING AND LOAN ASSOCIATIONS; MORTGAGE COMPANIES; SAVINGS AND LOAN ASSOCIATIONS; BANKS CHARTERED BY THE STATE OF FLORIDA OR THE UNITED STATES OF AMERICA, AND EACH BRANCH THEREOF	$ 500.00
	BURGLAR ALARM/MONITORING COMPANY	$ 125.00
	BUTCHER/BUTCHER SHOP	$ 125.00
	CANDY AND CONFECTIONERY MAKERS employing	$ 125.00

Fees/Computations: continued	Type	Fee
	CARPET CLEANING	$ 150.00
	RENTAL (per machine)	$ 10.00
	CARPET INSTALLERS, FLOOR COVERING, CARPET, TILES, GLASS, ETC.	$ 125.00
	CAR WASH	$ 200.00
	CATERER	$ 125.00
	CHECK CASHING	$ 200.00
	CHEMISTS	$ 125.50
	CHIROPODIST (See division (A)(88) Podiatrists)	$ 125.00
	CHIROPRACTORS	$ 125.00
	COIN-OPERATED MERCHANDISE OR SERVICE VENDING MACHINES, except machines vending newspapers, drinking cups or postage stamps not otherwise provided for herein (distribution)	$ 125.00
	Each $0.01 machine 6.50	
	Each $0.02 through $0.15 machine 6.25	
	Each machine $0.16 and over 6.25	
	"Provided, further, that any person placing and maintaining any coin-operated newspaper vending machine or device in any public place shall procure and file with the Village Manager, or his designee, a liability insurance policy insuring such person for injury to the public caused by such machines in the sum of $10,000.00 for injury to any one person in the same accident, and $20,000.00 for injury to more than one person in the same accident, and $1,000.00 property damage in any one accident."	
	COMMERCIAL SANITATION SERVICES	$ 400.00
	COMPUTER DESKTOP PUBLISHING AND/OR VIDEO EDITING	$ 125.00
	COMPUTER RELATED SERVICES (not elsewhere classified)	$ 125.00
	CONSULTANT	$ 125.00
	CONTRACTORS	$ 250.00
	COURIER	$ 125.00

Fees/Computations: continued

Type	Fee
DANCE STUDIOS (where lessons are given to students, State certification required prior to issuance of license	$ 125.00
DATA PROCESSING SERVICE AGENCY	$ 125.00
DATA PROCESSING SOFTWARE DEVELOPMENT	$ 125.00
DAY CARE	$ 200.00
DENTISTS	$ 125.00
DETECTIVES, INCLUDING CIVIL, COMMERCIAL, CORPORATION, CRIMINAL, INDUSTRIAL, INSURANCE, RAILROAD AND OTHER SIMILAR INVESTIGATIONS	$ 125.00
DIETICIANS	$ 125.00
DOCTORS, PHYSICIANS, AND THE LIKE	$ 125.00
DOG GROOMING OR SMALL ANIMAL CLINIC OR PET SHOP EXCLUDING THE SALE OF DOGS	$ 125.00
DRESSMAKING/ALTERATIONS (no saleable stock without merchants license	$ 125.00
DRY CLEANING AND LAUNDRY (on premises)	$ 175.00
ELECTRICAL ENGINEERS	$ 125.00
ELECTROLOGISTS	$ 125.00
ELECTROLYSIS	$ 125.00
EMPLOYMENT AGENCY	$ 125.00
ENGINEERS (state license required)	$ 125.00
ENGRAVERS	$ 125.00
EXTERMINATORS, INSECT AND VERMIN	$ 175.00
FILM INDUSTRY	$ 150.00
FISH MARKETS	$ 150.00

Fees/Computations: continued

Type	Fee
FLORISTS, subject to the provisions of Chapter 35 of this Code	$ 100.00
FRUIT AND VEGETABLE MARKETS OR DEPARTMENTS, within the meaning of division (A)(48) of this section, shall be construed as any place of *business* where undried fruits and vegetables are sold at retail	$ 200.00
FRUIT, NUT, AND THE LIKE, PACKING, SHIPPING, whether operated in connection with any other *business* or not, subject to the provisions of this Code	$ 200.00
GARAGE, PUBLIC, for storage, repairing of automobiles, trucks and other motor vehicles, in addition, garages or service stations, selling accessories also require a merchant's receipt and garages must pay agent's *business tax* for each make of car for which they are authorized agents	$ 200.00
GARDENER (see Landscape Maintenance)	
GROCERY STORES, within the meaning of this section, shall be construed as any place of a *business* where groceries and food products are sold at retail	
a- Under 5,000 square feet	$ 468.75
b- Over 5,000 square feet	$ 781.25
HAIRDRESSING (see Beauty Shops)	
HALL FOR HIRE	$ 125.00
HELIPORTS	$ 250.00
HOMEOPATHIC PHYSICIANS	$ 125.00
HOTELS	$ 500.00
ICE CREAM, makers or manufacturers of	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
CERTIFICATES TO BE PAID BY INSURANCE COMPANIES:	
A *business tax* in the amount of $50.00 shall be required to be paid by all insurance companies conducting or engaging in *business* in the Village.	$ 50.00
INTERIOR DESIGNERS/DECORATORS	$ 125.00

Fees/Computations: continued

Type	Fee
JEWELERS shall be required to pay merchants *business tax*	$ 125.00
LABORATORIES, chemical, dental, optical or x-ray	$ 200.00
LABORATORY TECHNICIANS	$ 125.00
LANDSCAPE MAINTENANCE	$ 75.00
MARBLE MACHINES, ELECTRONIC GAMES, PICTURE MACHINES, VIDEO, AUTOMATIC COIN GAMES, or devices of skill or other similar machines or games operated for profit. Every person selling, leasing or renting one or more marble machines, electronic game, automatic coin game, video game, or device of skill or other similar machine or games (not in excess of three at any one location) for, or in connection with any other *business* shall, as a prerequisite, be required to pay a *business tax* of	$ 125.00
MASSEURS	$ 125.00
MEAT MARKETS OR MEAT DEPARTMENTS, within the meaning of this subsection shall be construed as any place of *business* where fresh meats, poultry or processed meats are sold at retail	$ 150.00
MECHANICAL ENGINEERS	$ 125.00
MERCHANTS, all persons engaged in the *business* of selling merchandise of any kind, sort or description, except as otherwise specifically provided by this section, shall be required to pay a merchant's *business tax*	$ 125.00
MESSENGER SERVICE, exclusive of telegrams	$ 100.00
MIRRORS/GLASS, makers or manufacturers of:	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
MONEY ORDER AGENCIES	$ 50.00
MONEY TRANSFER AGENCY	$ 150.00
MOTION PICTURE/VIDEO RENTAL AGENCY	$ 200.00
MUSIC, furnished by telephone wire	$ 187.00

Fees/Computations: Continued

Type	Fee
MUSIC BOXES, MECHANICAL PHONOGRAPHS, CONSOLES, JUKE BOXES or other similar machines. Every person selling, leasing or renting one or more music box, mechanical phonograph, console, juke box, or other similar machine along or in conjunction with any other *business* shall, as a prerequisite, be required to pay *business taxes* as follow:	
a- The applicant (distributor) desiring to sell, rent or lease one or more music box, mechanical phonograph, console, juke box or other similar machine shall file with the license department in person, if a natural person, or by duly authorized agents of the firm or corporation a *business tax* receipt to do *business* in the Village. Such receipt shall be issued to the applicant to engage in the selling, leasing, or renting of music boxes, mechanical phonographs, consoles, juke boxes or other similar machines alone or in connection with any other *business* upon the payment of a *business tax*	$ 625.00
b- In addition to the foregoing, there shall be imposed upon music boxes, mechanical phonographs, consoles, juke boxes, or other similar machines sold, leased or rented as aforesaid a *business tax* as follows: On each of the first 35	$ 125.00
c- For operating a music box, mechanical phonograph, console, juke box, or other similar machine where the operator thereof is not engaged in the *business* of selling, leasing, or renting any of such devices and where the operator of such device is the owner, thereof, there shall be paid a *business tax*	$ 125.00
Provided, however, that where such music box, mechanical phonograph, console, juke box or other similar machine is operated by coin receiving remote control selector unit or device used in connection with such music box, mechanical phonograph, console, juke box, or similar machine an additional *business tax*	$ 12.25
Provided, however, that before any such music box, mechanical phonograph, console, juke box, or other similar machine is so operated or used, a metal tag for each of same must be obtained from the Village Manager, or his designee, and must be affixed to the instrument or machine in a conspicuous place by the *business tax* receipt, such tag to be numbered serially and bear such appropriate inscription as the Village Manager, or his designee, may designate. Failure by the receipt holder to affix or cause to be affixed such tags to such instrument machine so certificated shall constitute a violation of this chapter.	

Fees/Computations: Continued

TYPE	FEE
NEWS DEPOT, not in connection with other *business*	$ 75.00
NEWSPAPERS OR PERIODICALS	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
NIGHTCLUBS	$ 2,500.00
NURSING HOMES, PRIVATE HOSPITAL AND CONVALESCENT HOME	$ 1,000.00
OPTICIANS	$ 125.00
OPTOMETRISTS	$ 125.00
OSTEOPATHS	$ 125.00
PARALEGALS	$ 125.00
PAWN SHOPS	$ 250.00
PHARMACISTS	$ 125.00
PHOTOGRAPHERS, not itinerant, including developing and printing or agencies for same or both	$ 125.00
PHYSICAL CULTURE DIRECTORS	$ 125.00
PHYSIOTHERAPISTS	$ 125.00
PICTURE FRAMING	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
c- Post office box service agency	$ 125.00
PICTURE TAKING MACHINES, each machine	$ 100.00
PODIATRISTS	$ 125.00
PRINTING, all kinds	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
c- Post office box service agency	$ 125.00
PRIVATE SCHOOLS, SCHOOLS, COLLEGES OR OTHER EDUCATIONAL OR TRAINING INSTITUTIONS, operated for profits, for each place of *business*	$ 250.00
PROPERTY MANAGEMENT, or the *business* or service of opening and closing of homes, or both	$ 125.00
RADIO DEALERS (See Merchants for rate)	
COMMERCIAL RECYCLING	$ 400.00

Fees/Computations: continued

TYPE	FEE
REPAIR SHOPS, including upholstering, furniture repairing, keys and locks, knife and lawn mower sharpening, refrigerator, and the like, for each place of business	$ 125.00
RESTAURANTS, DRUGSTORES, or other establishments serving food, permitting the operation of cafe, cafeteria, public dining room, tea room or restaurant with chairs or stools, each to count as one seat:	
a- The first 20 seats shall pay a minimum fee of	$ 125.00
b- For each additional seat over ten through 800	$ 5.00
c- For each additional seat over 800	$ 5.00
d- Flat annual fee for outdoor dining	$ 250.00
RUBBER STAMPS, MAKERS OR MANUFACTURERS OF, employing five persons or less	$ 125.00
SERVICE STATIONS	
a- First pump	$ 250.00
b- Each additional pump	$ 70.00
SIGHTSEEING BUSES, each bus	$ 75.00
SIGN WRITERS, provided one must have contractor's license and permit from the Chief Building Inspector in order to erect signs over six square feet in area	$ 125.00
SOCIOLOGIST OR MARRIAGE COUNSELOR	$ 125.00
SODA FOUNTAINS, provided that soda fountains operate in connection with regularly drugstore with a business tax receipt, restaurant or confectionery store do not require a	$ 85.00
SOLARIUM	$ 150.00
HEALTH SPAS AND CONVALESCENT HOMES	$ 780.00
SWIMMING POOLS (See Merchants or contractor's business tax receipt as applicable	$ 75.00
TAILOR, each shop	$ 125.00
TAX COLLECTION AGENCIES, includes auto tags, drivers' licenses, hunting and fishing licenses, boat registration, etc.	$ 175.00
TAXIDERMISTS	$ 125.00
TELEGRAPH/TELEPHONE COMPANIES	$ 200.00
THEATERS	$ 450.00
THEATRICAL OR DRAMATIC TROUPES, or companies for profit where performance is not given in a local theater holding a business tax receipt, each performance	$ 200.00
"THEATRICAL PERFORMANCE, wholly for benevolent or charitable purposes, no license required	Exemp

Fees/Computations: Continued

TYPE	FEE
TOWEL AND LINEN SUPPLY SERVICE, not including commercial laundry work, for each person delivering	$ 150.00
TRANSFER BUSINESS (baggage)	$ 125.00
TRANSPORTATION SERVICE	$ 150.00
TRAVEL BUREAU	$ 150.00
VALET PARKING, at hotels, high-rise apartments, houses each location	$ 175.00
WEIGHING MACHINES, each machine	$ 6.00
WHOLESALE DEALERS	
a- In dry goods, notions, jewelry, clothing, groceries, fruits, vegetables, produce of all kinds, or other merchandise, on foot or from wagons, trucks or other vehicles, selling or delivering at wholesale, including wholesale dry cleaners and wholesale laundries, except delivering on orders previously taken	$ 200.00
b - Provided, however, that any such wholesale dealers in meats and poultry who solicit or take orders for or deliver any cleansed, drawn or cut poultry or fresh meats, excluding hindquarters, smoked meats or fresh meats in bulk, without having a bona fide established place of business in the Village shall be required to obtain a permit as provided for in the case of retail solicitors and required to obtain separate business tax receipt thereof at	$ 200.00
WINDOW CLEANERS AND JANITOR SERVICE	$ 200.00

Name:	**Police Services**
Receiving Fund(s):	General Funds
Purpose:	The Police Department will deliver the highest level of efficient and effective community based public safety services through our unwavering commitment to organizational excellence.
Fees/Computations:	

TYPE	FEE
False alarm fee for non-emergency Fire and Police alarms	The first two are $0; each additional false alarm is $300
~~Fingerprinting Services (Ink Cards)~~	~~$25 per set~~
No Trespassing Sign	$50 per sign

Name:	**Public Work Department Fees**
Receiving Fund(s):	General Funds
Purpose:	Assist in the maintenance of all Village streets, including resurfacing, potholes repair, re-striping. The Department is also responsible for the landscaping, signage, water systems, sewer systems, stormwater systems, and parking throughout the Village.
Fees/Computations:	

TYPE	FEE
Rental of municipal parking (in front of Treasure Island Care Center) located east of the intersection of Mutiny and North Treasure Dr.	$2,000 per month parking lease from TICC
Visitor Metered Parking in Harbor Island	$2.00 per hour for metered parking
Monthly Guest Parking Permit (if available)	$75.00 per month
Parking Permit for Residents of Legacy Buildings in Harbor Island	$100.00 per year
Additional Parking Permit for Residents of Legacy Buildings in Harbor Island (if available)	$150.00 per year
Parking Permit for Residents of Non-Legacy Buildings in Harbor Island (if available)	$300.00 per year
Parking Permit Transfer Fee for Residents in Harbor Island	$25.00 per transfer
Commercial Employee Parking in Harbor Island	$300.00 per year
Commercial & multifamily buildings inspections for probable sewer backup when a backup occurs on the private property side.	$50.00 per each occurrence

<table>
<tr><td>Name:</td><td>Lobbyist Registration</td></tr>
<tr><td>Receiving Fund(s):</td><td>General Funds</td></tr>
<tr><td>Purpose:</td><td>To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.</td></tr>
<tr><td>Fees/Computations:</td><td>
<table>
<tr><th>TYPE</th><th>FEE</th></tr>
<tr><td>Lobbyist Annual Registration Fees and Lobbyist Principal Fees</td><td>$300 annual fee; $100 per principal</td></tr>
<tr><td></td><td></td></tr>
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</td></tr>
<tr><td>Name:</td><td>Short Term Vacation Rental Licenses</td></tr>
<tr><td>Receiving Fund(s):</td><td>General Funds</td></tr>
<tr><td>Purpose:</td><td>Short term vacation rental (STVR) licensing fees shall be used to cover costs associated with the administration and enforcement of short-term vacation rental regulations for Short Term Vacation Rental properties.</td></tr>
<tr><td>Fees/Computations:</td><td>
<table>
<tr><th>TYPE</th><th>FEE</th></tr>
<tr><td>Initial License Application Fee</td><td>$800.00</td></tr>
<tr><td>License Renewal or Modification Fee</td><td>$500.00</td></tr>
<tr><td>Change of Agent</td><td>$250.00</td></tr>
<tr><td>Vested Rights Determination Application</td><td>$1,500.00</td></tr>
<tr><td>Appeal of Vested Rights Determination</td><td>$1,000.00</td></tr>
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ITEM NO. 11.B

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: December 16, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Daniela Cimo, Village Attorney

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR USE OF THE COUNTY SOLID WASTE MANAGEMENT SYSTEM; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve the Third Amendment to the Interlocal Agreement with Miami-Dade County for the use of Solid Waste Management System.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval to authorize the Village Manager to execute a third amendment to the Interlocal Agreement with Miami-Dade County for use of the County's solid waste management system.

The Village wishes to continue using the Miami-Dade County Solid Waste Management System for its municipal solid waste disposal needs (and transfer needs, as applicable), at an agreed-upon disposal fee rate and transfer fee rate as applicable. The Village and the County previously entered into an Interlocal (ILA) agreement for use of the System, which expired on October 1, 2025. On November 18, 2025, the Board of County Commissioners adopted Resolution No. R-1125-25 approving and authorizing the County Manager’s designee to execute a Third Amended and Restated Interlocal Agreement with any municipality for use of the System.

Enclosed for your review is the proposed agreement. Key amendments include the following:

- 20-year term
- Redefines the System as County landfills and transfer facilities
- Provides for a City Contract Rate of $76.12 per ton for disposal (“Disposal Fee”) and $16.66 per ton for transfer facilities (“Transfer Fee”), with annual Consumer Price Index (CPI) increases capped at 4% per year.
- Provides that once the disposal capacity of the County-owned landfills is exhausted, the County can increase the rates by up to 39.9% per year without giving the City the opportunity to terminate and exit the New Agreement.

It is recommended that the Village Commission approve the Third Amended ILA and authorize the Village Manager to execute the Third Amended ILA in substantially the form attached hereto as Exhibit “A”.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
To be determined.

PERSONNEL IMPACT
TBD

ATTACHMENTS
Resolution Approving Third Amended Solid Waste ILA.DOCX
Reso Ex A - Solid Waste ILA Third Amendment.docx
MDC Agenda Item No.8M1.pdf
MDC Agenda Item Supplement to No. 8M1.pdf

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR USE OF THE COUNTY SOLID WASTE MANAGEMENT SYSTEM; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to continue using the Miami-Dade County ("County") Solid Waste Management System (the "System") for its municipal solid waste disposal needs (and transfer needs, as applicable), at an agreed-upon disposal fee rate and transfer fee rate as applicable; and

Whereas, the Village and the County previously entered into an interlocal agreement for use of the System, that remains in effect to date; and

WHEREAS, on November 18, 2025, the Board of County Commissioners adopted Resolution No. R-1125-25 approving and authorizing the County Manager's designee to execute a Third Amended and Restated Interlocal Agreement with any municipality for use of the System (the "Third Amended ILA"); and

WHEREAS, the Village Commission desires to approve the Third Amended ILA and authorize the Village Manager to execute the Third Amended ILA in substantially the form attached hereto as Exhibit "A"; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission hereby approves the Third Amended ILA in substantially the form attached hereto as Exhibit "A"

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Third Amended ILA with the County, in substantially the form attached hereto as Exhibit "A," subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the Village Manager is hereby authorized to take such further action as may be necessary, including the expenditure of budgeted funds, to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of _____, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT 2

THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CONTRACT CITIES FOR USE OF THE COUNTY SOLID WASTE MANAGEMENT SYSTEM

This Interlocal Agreement ("**Agreement**") is made and entered into this _____ day of _____, 202_, by and between Miami-Dade County by and through its Board of County Commissioners ("**County**") and the _____ by and through its governing body ("**Contract City**"), to provide for use of the County Solid Waste Management System ("System"), by the **Contract City** for its residential municipal solid waste disposal and transfer needs.

BACKGROUND RECITALS

Whereas, the Miami-Dade County Board of County Commissioners (the "**Board**"), hereby finds and declares that it is necessary to the health, safety and welfare of the citizens of Miami-Dade County to provide for municipal solid waste disposal and management facilities and services; and

Whereas, the **County** desires to maximize the use of its System, extend the life of its landfills, and work towards becoming a zero-waste county; and

Whereas, the **Contract City** desires to use the County Solid Waste Management System for its municipal solid waste disposal needs (and transfer needs, as applicable), at an agreed-upon disposal fee rate (and transfer fee rate as applicable); and

Whereas, the **Contract City** desires to use the County Solid Waste Management System to satisfy concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, Florida Statutes) only as it applies to disposal capacity for municipal solid waste the **Contract City** collects for disposal and which is committed to the **County** for disposal in the County Solid Waste Management System in accordance with this **Agreement,** and actually disposed of therein; and

Whereas, the **County** and the **Contract City** desired to formalize their relationship regarding municipal solid waste disposal responsibilities consistent with the provisions of Section 403.706, Florida Statutes; and

Whereas, the **Contract City** and the **County** previously entered into an interlocal agreement for use of the System, that remains in effect to date ("**Original Agreement**"); and

Whereas, the Contract City and the County desire to amend and restate their obligations and rights with respect to the use of the System and therefore intend this Agreement to supersede the Original Agreement, and the Original Agreement will have no effect following the effective date of this Agreement; and

County Resolution No. R-
Contract City Resolution No.

Whereas, the amended agreement as stated herein shall be available to all municipalities.

NOW THEREFORE, in consideration of the foregoing premises, and the mutual considerations contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

The recital clauses are approved by the Contract City and the County and are incorporated herein by reference.

DEFINITIONS

For the purposes of this **Agreement,** the following capitalized words and phrases shall be given the following respective meanings:

Board - the Miami-Dade County Board of County Commissioners.

Change in Law - after the date of execution of this **Agreement**, (a) the adoption, promulgation, issuance, modification, or change in interpretation of any federal, state or local law, regulation, rule, requirement, ruling or ordinance, of the United States or any state or territory thereof, unless (i) such law, regulation, rule, requirement, ruling or ordinance was on or prior to such date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any governmental entity or official having jurisdiction, (provided, that it shall not constitute a Change in Law if an administrative regulation existed on the date of execution of this **Agreement** in temporary or proposed form and was treated as generally applicable to transactions of the type contemplated hereby), or (ii) compliance with such law, regulation, rule requirement, ruling or ordinance was provided for in the **Agreement**; (b) the issuance of an order and/or judgment of any governmental entity or official having jurisdiction, to the extent such order and/or judgment constitutes a reversal of a prior applicable order and/or judgment, or an overturning of prior administrative policy or judicial precedent; or (c) the suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization or approval essential to the acquisition, design, construction, equipping, start-up, operation, ownership or possession of the County Solid Waste Management System facilities or the facilities sites, to the extent such suspension, termination, interruption or failure of renewal is not caused by any action or inaction of the **County** or its contractors (provided that, for the purposes of determining whether a suspension, termination, interruption or failure of renewal was so caused, any reason or finding set forth in writing by the agency responsible for issuance of such permit, license, consent, authorization or approval shall be accorded the rebuttal presumption of accuracy), provided that no change in tax law, change to the Internal Revenue Code of 1954 effected by the Tax Reform Act of 1986 (to the extent applicable on the date of this **Agreement**), change in foreign law, change in law which adversely affects the **County's** legal rights as a licensee, grantee, owner, or user of any patent or other "know-how" in respect of proprietary technology intended to be utilized by it in

performing its obligations under this **Agreement** shall constitute a change in law for any purposes of this **Agreement**.

Compostable Materials - organic substances that can decompose into natural elements in a compost environment, typically within a specific timeframe, which process is facilitated by microorganisms such as bacteria and fungi which break down the material into nutrient-rich compost; and include but are not limited to (i) food waste, (ii) derivatives, and (iii) scraps. **Compostable Materials** shall be source separated by the **Contract Cities** and delivered to licensed facilities for processing.

Concurrency - provision of certain public facilities specified in the State of Florida Local Government Comprehensive Planning and Land Development Regulation Act ("the Act") (specifically, Chapter 163, Part II, Section 163.3180 Florida Statutes) by (a) county (ies), or (a) municipality(ies) or a combination thereof, at a specified level-of-service stated in the Capital Improvements Element of the comprehensive plan for the applicable jurisdiction(s), adopted pursuant to the Act.

Contract City or Contract Cities – a municipal corporation or corporations existing under the laws of the State of Florida, that enter into this **Agreement** with the **County**. For the purpose of this **Agreement,** the unincorporated areas of Miami-Dade County as geographically configured on February 16, 1996, shall be considered a **Contract City**. The current Contract Cities subject to the terms of this Agreement are listed in Exhibit 1 attached hereto and are made a part thereof.

Contract Rate – fee(s) for use of the County Solid Waste Management System by any person, governmental entity, corporation or partnership that has entered into an agreement with the County of ten (10) years or greater in duration for such System use, as per Implementing Order No. IO 4-68 (Schedule of all Service Levels and Fees for Miami-Dade County Solid Waste Services). The **Contract Rate** shall be applicable to the **Contract Cities**.

County – Miami-Dade County, Florida by and through its Board of County Commissioners.

County Disposal Fee - the fee charged to dispose of municipal solid waste or solid waste at County-owned disposal facilities or facilities operated under contract with the **County** for municipal solid waste or solid waste disposal.

County Owned Landfills - the North Dade Landfill (21500 NW 47th Avenue), the South Dade Landfill (23707 SW 97th Avenue), and any other landfill or similar solid waste management facility that accepts disposal of **MSW** owned by or operated under contract with the **County**, or hereafter acquired by the **County**.

County Solid Waste Management System ("**System**") - The aggregate of those solid waste management facilities owned by or operated under contract with Miami-Dade County which shall include the North Dade Landfill (21500 NW 47th Avenue); South Dade Landfill (23707

SW 97th Avenue); Waste Management's Medley Landfill, Medley, Florida (9350 NW 89th Avenue); Northeast Transfer Station (18701 NE 6th Avenue); Central Transfer Station (1150 NW 20th Street); West Transfer Station (2900 SW 72nd Avenue); and other such facilities as may be added to or deleted from this listing from time to time, by the County Mayor or his/her designee at his/her sole discretion. Such additions or deletions may be made by (i) providing advance written notice to the **Contract Cities** in accordance with Article 12 (Notice), at least sixty (60) days prior to the scheduled deletion of facilities to the **System**; and (ii) use of an attachment hereto without need for formal amendment to this **Agreement**.

Director - the Director of the Solid Waste Management Department or his/her designee.

Disposal Capacity –The available airspace capacity at the County Owned Landfills, as calculated based on permit requirements and limitations, as may be amended from time to time, less the capacity utilized.

Disposal Fee - the fee charged to dispose of municipal solid waste at **County Solid Waste Management System** disposal facilities.

Exclusive Franchise or License - (a) contract(s) between a **Contract City** and a (limited number of) third party contractor(s) for the right and privilege to collect municipal solid waste or solid waste from either residential units or commercial establishments, or both residential units and commercial establishments, within (a) designated service area(s) under the terms of which the contractor(s) pay(s) the **Contract City** a fee.

Fiscal Year - the period beginning October 1st of each year and ending September 30th of the subsequent year.

Force Majeure - an act of God, epidemic, lightning, earthquake, fire, explosion, storm, tornado, hurricane, flood or similar occurrence, strike, and act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this **Agreement**, which by the exercise of due diligence the party relying thereon as justification for not performing any obligation under this **Agreement** shall not have been able to avoid, and which is not the result of a willful or negligent action or omission of such party.

Municipal Solid Waste ("**MSW**") – all discarded materials or substances, exclusive of source-separated recyclable materials and **Compostable Materials**, which the **Contract City** collects for disposal or is collected for it by third parties under contract with the **Contract City** for disposal including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in

gaseous form. This definition is not intended to include any waste collected by any entity whose sole relationship with the Contract City is a franchise or license and which entity does not collect any waste on behalf of the Contract City. In addition, this definition is not intended to include waste collected at any city owned facility.

Non-Contract Disposal – fee(s) for use of the County Solid Waste Management System by any person, governmental entity, corporation or partnership that has not entered into an agreement with the **County** of ten (10) years or greater in duration for such System use, as per Implementing Order No. IO 4-68 (Schedule of all Service Levels and Fees for Miami-Dade County Solid Waste Services).

Non-Contract Disposal Fee (per ton) - the higher fee(s) paid by private haulers or municipalities for Non-Contract Disposal of solid waste in the County Solid Waste Management System.

Non-Exclusive Franchise or License - a regulatory program under which an unlimited number of solid waste haulers are given the right and privilege to collect solid waste from either residential units or commercial establishments, or both residential units and commercial establishments, under the terms of which each hauler pays the **Contract City** a fee.

Solid Waste – all discarded materials or substances, exclusive of source-separated recyclable materials, including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form, which materials or substances are not collected by or on behalf of a **Contract City**.

Source-Separated Recyclable Materials - materials separated from municipal solid waste or solid waste at their source of generation which are set-out for collection at their source of generation. Such materials shall be limited to: clean yard trash, aseptic and gable-top containers, corrugated cardboard, construction and demolition debris, electronic waste, magazines, mixed waste paper, newspapers, telephone books, textile waste, household batteries, glass containers, plastic containers, steel cans and aluminum cans, and other source-separated recyclable materials as may be approved for addition to this listing from time to time by the County Mayor or his/her designee, which approval shall not be unreasonably withheld; such additions may be made by use of an attachment hereto without need for formal amendment to this **Agreement.**

Transfer Fee - the fee charged to transfer municipal solid waste or solid waste from County Solid Waste Management System transfer stations to County Solid Waste Management System disposal facilities.

ARTICLE 1
CONSTRUCTION OF INTERLOCAL AGREEMENT

The word "shall" as used in this **Agreement** shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

ARTICLE 2
RESPONSIBILITIES OF THE COUNTY

A. **Provision of Disposal Capacity.** The **County** shall provide MSW disposal capacity (and transfer, as applicable) for the MSW which each **Contract City** collects or is collected for it for disposal and which is committed to the **County** for disposal in the **County Solid Waste Management System** in accordance with this **Agreement**. The provision of MSW disposal services under this **Agreement** shall comply with all applicable state and federal laws.

B. **Disposal Capacity for Concurrency.** The **County** shall maintain sufficient **MSW** disposal capacity to comply with Concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, Florida Statutes) only as it applies to **MSW** disposal capacity for the **MSW** which the **Contract City** collects or is collected for it for disposal and which is committed to the **County** for disposal in accordance with this **Agreement**, and actually disposed of therein.

C. **Standardization of Agreement.** The terms of this **Agreement** shall be substantially the same for all Contract Cities.

ARTICLE 3
RESPONSIBILITIES OF THE CONTRACT CITY

A. **Delivery of MSW to County. The Contract City** shall deliver all the MSW it collects or is collected for the City for disposal, to a County Solid Waste Management System facility(ies) at Disposal Fee rates as specified herein. Delivery of MSW by **Contract City** to the Waste Management Inc. of Florida landfill in Medley, Florida ("Medley") shall be permitted, at **Contract Rates**, for the term of this **Agreement**; provided that, (1) the **County's** agreement with Waste Management Inc. of Florida, dated September 4, 2024 (or date executed), is in effect, (2) the Medley landfill is accepting **MSW** for disposal, and (3) **MSW** from (a) **Contract City(ies)** is not needed at the **System**, as determined by the **Director**, in his/her sole discretion.

The Director may identify particular facilities to which the **Contract City** shall deliver its **MSW** subject to the following:

(i) The **Contract City** may deliver its **MSW** to a **County** transfer facility(ies) if the applicable transfer fee is paid to the **County**.

(ii) At no time during the term of this **Agreement** shall a **Contract City** be required to deliver **MSW** to a **County** transfer facility unless the **Transfer Fee** is waived during the period of such **County** requirement of delivery to a transfer station.

(iii) The **Contract City** shall not be directed to deliver its MSW to a disposal facility which is farther from the **Contract City's** boundaries than the closest **County**-owned disposal facility.

(iv) The **Contract City** shall not be directed to deliver its MSW to a transfer facility which is farther from the **Contract City's** boundaries than the closest county-owned transfer facility. In no case shall the **Contract City** be required to deliver its MSW to a County Solid Waste Management System facility which is farther than twenty (20) miles from the **Contract City**'s nearest boundary in order to take full advantage of it rights under this **Agreement.**

B. **Use of Other Facilities Prohibited.** The **Contract City** shall not deliver any **MSW** it collects or is collected for the **Contract City** for disposal to a solid waste disposal or transfer facility other than a **County Solid Waste Management System** facility for the term of this **Agreement**. The **Contract City** shall not deliver any residential MSW it collects or is collected for the **Contract City**, to a materials recovery or recycling facility for the term of this **Agreement**.

Notwithstanding the foregoing**,** in the event that the **County** approves an operating permit for a solid waste disposal or transfer facility located within Miami-Dade County:

Other than:

(i) A facility that is a part of the **County Solid Waste Management System**; or

(ii) A facility that is used exclusively to facilitate the delivery of **MSW** to **County Solid Waste Management System** facilities; or

(iii) A facility that is subject to a solid waste disposal agreement with the **County**, which agreement shall not allow acceptance of third-party waste either by agreement or regulation; or

Then in that case:

the **Contract City** shall have the option to either pursue a permit for operation of a solid waste disposal or transfer facility for all or a portion of its **MSW** disposal needs or deliver all or a portion of its **MSW** to the permitted solid waste disposal or transfer facility(ies) that meets

the criteria established herein, provided however that any portion of the **Contract City's MSW** that is not so disposed must continue to be delivered to the **County** pursuant to the terms of this **Agreement**.

C. **Hauler Contracts.** The **Contract City** shall include in any **MSW** collection contracts with **Solid Waste** haulers, or amendments to such contracts, which it executes, renews or extends after the date of this **Agreement,** a provision that all **MSW** collected for the **Contract City** shall be delivered to a **County Solid Waste Management System** facility for disposal. This provision shall apply to exclusive franchise or license agreements with **Solid Waste** haulers to collect **MSW** on the **Contract City's** behalf. This provision shall not apply to a non-exclusive franchise or license to haul **Solid Waste** that is not collected on the **Contract City's** behalf.

D. **Disposal and Transfer Fees.** The **Contract City** shall pay a **Disposal Fee** (and a **Transfer Fee**, as applicable) for each ton of **MSW** delivered to the **County Solid Waste Management System** for disposal. As of October 1, 2025, the **Contract City** shall pay a **Disposal Fee** of seventy-six dollars and twelve cents ($76.12) per ton to the **County** for disposal of **MSW** delivered to **County Solid Waste Management System** facilities. This **Disposal Fee** shall be established by separate administrative/implementing order, and effective upon **Board** approval. As applicable, as of October 1, 2025, the **Contract City** shall pay a **Transfer Fee** of sixteen dollars and sixty-six cents ($16.66) per ton to the **County** for transfer of **MSW** delivered to **County Solid Waste Management System** transfer facilities. This **Transfer Fee** shall be established by separate administrative/implementing order, and effective upon Board approval. The **Disposal Fee** and **Transfer Fee** may be increased or decreased for inflation or deflation beginning on October 1st, of each Fiscal Year ("**Fiscal Year**" or "**FY**"), relative to increases or decreases in the U.S. Government Consumer Price Index for All Urban Consumers for the Southeast Region of the United States ("CPI") for the prior period of July 1st through June 30th. Such CPI increases or decreases shall be capped at four percent (4%) per year for the term of this **Agreement.** In the event that the actual CPI increase exceeds the four percent (4%) cap in a given **Fiscal Year**, the amount of CPI increase above the four percent (4%) cap shall be applied to CPI increases or decreases in future years when the CPI increase, or decrease is less than four percent (4%).

The **Disposal Fee** and **Transfer Fee** shall not otherwise increase, unless as required by **Change in Law**, as defined herein, which may occur at any time during the term of this **Agreement.** The **County** shall notify the **Contract City** of proposed **Disposal Fee** and **Transfer Fee** adjustments on the basis of a **Change in Law**, by providing written notice of each adjustment to the **Contract Cities** in accordance with Article 12 (Notice), at least ninety (90) days prior to the scheduled adjustment to the **Disposal Fee** and/or **Transfer Fee**, with supporting documentation substantiating the **Change in Law**. The **Disposal Fee** or **Transfer Fee** increase based on **Change in Law** shall fully compensate the **County** for its increased costs. Each **Contract City** shall pay prevailing disposal fees for waste materials for which the **County** charges other than the **Disposal Fee** for the entire term of this **Agreement,** including, without limitation, tires and asbestos, if provided to the **County** for disposal.

The existing **Disposal Fee** takes into consideration the current **Disposal Capacity** at the **County Owned Landfills**. Given the limited capacity at the **County Owned Landfills**, the **Disposal Fee** may be subject to increase upon the full depletion of available **Disposal Capacity**. The **County** shall deliver an annual report to the **Contract Cities** providing the current and available **Disposal Capacity**, the amount of **Disposal Capacity** utilized in the preceding fiscal year, and the projected time remaining until the **Disposal Capacity** is fully depleted (the "**Disposal Capacity Report**"). The **Disposal Capacity Report** shall be provided by the **County** to the **Contract Cities** no later than September 30th of each year in accordance with Article 12 (Notice). **Contract Cities** shall receive at least ninety (90) days written notice of such **Disposal Fee** increase based upon the depletion of available **Disposal Capacity**. Any **Contract City** shall have the right to terminate this **Agreement**, at its sole option, based on any increase to the **Disposal Fee** that exceeds forty percent (40%), by providing written notice to the **County** in accordance with Article 12 (Notice) within ninety (90) days of receiving the **Disposal Fee** increase.

E. **Terms of Payment**. The **County** shall invoice the **Contract City** for **Disposal Fees**, based on **County** weighing records, by means of First-Class U.S. Mail, within five (5) days of the last day of each month, commencing in the first month after the effective date of this **Agreement,** and continuing monthly thereafter for the term of this **Agreement.** In accordance with Section 218.74(2), Florida Statutes, as amended from time to time, payment of **Disposal Fees** owed to the **County** shall be due from, and payment shall be made by, **the Contract City** forty-five (45) days from the date of receipt of the **County's** monthly invoice.

F. **Dispute on Invoicing**. In the event of a dispute on invoicing, the **Contract City** shall first pay the full amount of the disputed charges when due and shall, within thirty (30) days from the date of receipt of the disputed invoice, give written notice of the disputed invoice to the **County**. The notice of dispute shall identify the disputed invoice, state the amount in dispute and set forth a full statement of grounds on which such dispute is based. The County Mayor or his/her designee shall confer with the **Contract City** and the County Mayor or his/her designee shall resolve the dispute not later than sixty (60) days after the date upon which the disputed invoice was received. Should the **Contract City** disagree with the determination of the County Mayor or his/her designee, it may pursue any remedy at law except withholding payment.

G. **Waste Diversion.** The **County** shall have the option to engage and collaborate with the **Contract City** to achieve the goal of reducing the total amount of **MSW** generated within the **Contract City**. Engagement and collaboration with the **Contract City** include but is not limited to public education campaigns, outreach efforts, and waste analyses. The **Contract City** shall provide a good faith effort in engaging and collaborating if the **County** exercises this option.

ARTICLE 4
WEIGHING RECORDS

The **County** shall cause all **County Solid Waste Management System** facilities to operate and maintain motor truck scales calibrated to the accuracy required by Florida law and to weigh all vehicles delivering **MSW**. Each vehicle delivering **MSW** from the **Contract City,** or its contract hauler, shall have its tare weight and cubic yard capacity permanently and conspicuously displayed on the exterior of the vehicle. The **County** or its contractor may, from time to time, require revalidation of the tare weight of any vehicle. The **Contract City** shall provide the **County** with information about each private hauler delivering **MSW** on its behalf to include: name and address, make, body type and motor vehicle registration number of each vehicle used for such purpose. All such haulers shall have and maintain a valid **County** solid waste hauler permit in accordance with Section 15-17 of the Code of Miami-Dade County ("**Code**"), as amended from time to time.

The **County** will supply the **Contract City** with monthly weighing records as may be reasonably required by the **Contract City** to administer its waste collection program. Copies of all transaction tickets will be maintained by the **County** for at least two (2) years. If weighing scales are inoperable or are being tested, the facility operator shall estimate the quantity of **MSW** delivered using a schedule of estimated waste material weights in accordance with Section 15-25, subsections (b) and (d) of the Code, as amended from time to time. The estimates shall take the place of actual weighing records, when the scales are not operational. The **County** shall use reasonable efforts to maintain the scales in an operable and accurate weighing condition.

ARTICLE 5
SHORT-TERM DISPOSAL

The **Contract City** agrees that the **County Solid Waste Management System** may accept **Solid Waste** on a **Non-Contract Disposal** basis from private or municipal haulers, so long as the capacity to receive **MSW** delivered on behalf of the **Contract City** is not impaired, and provided that such haulers shall pay (a) **Non-Contract Disposal Fee(s)** of at least ten percent (10%) above that charged to **Contract Cites.** The (a) **Non-Contract Disposal Fee(s)** shall be established by separate administrative/implementing order, and effective upon **Board** approval**.** All **Disposal Fee** revenues generated pursuant to this **Agreement** shall be used to pay **County Solid Waste Management System** costs. This provision shall not inhibit the **County** from entering into agreements with private haulers for delivery of **Solid Waste** to **County** disposal facilities (with the exception of agreements for delivery of **Solid Waste** collected by (a) private hauler(s) under contract with any municipality that is not a party to this **Agreement,** which shall be prohibited), the minimum duration of which shall be ten (10) years, provided that the **County** shall not offer (a) **Disposal Fee(s)** less than that agreed to herein by the **Contract City** to any private hauler for the term of this **Agreement**.

ARTICLE 6
RELATIONSHIPS OF THE PARTIES

Nothing in this **Agreement** shall be deemed to constitute any party a partner, agent or local representative of the other party or to create any type of fiduciary responsibility of any kind whatsoever between the parties. The obligations to this **Agreement** are not joint; the obligations are separate and several between the **Contract City** and **County**.

ARTICLE 7
HEADINGS

Captions and headings in this **Agreement** are for ease of reference only and do not constitute a part of this **Agreement** and shall not affect the meaning or interpretation of any provisions herein.

ARTICLE 8
DURATION OF AGREEMENT

The term of **MSW** deliveries by the **Contract Cities** to the **County** under this **Agreement** shall commence with the date of execution and shall remain in effect up to and including December 31, 2045. This **Agreement** supersedes and replaces the **Original Agreement** entered into on _____ and shall govern all of the disposal in the **Contract Cities** as listed in Exhibit 1 attached hereto and made a part hereof during the term of the Agreement. The **Agreement** shall be executed and approved by resolution of the **Contract City's** governing body and shall become effective upon execution by the **County**. A copy of the resolution of approval shall be transmitted to the County Mayor within five (5) days following the date of each **Contract City's** approval.

ARTICLE 9
AGREEMENT GOVERNS; ENTIRE AGREEMENT

This **Agreement** shall govern and supersede any other interlocal agreement between the **Contract City** and the **County** with regard to use of the **County Solid Waste Management System**. This writing embodies the entire **Agreement** and understanding between the parties hereto, and there are no other agreements or understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

ARTICLE 10
REPRESENTATIONS OF THE COUNTY

The **County** represents that (A) this **Agreement** has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the **County**, and (B) it has the required power and authority to perform this **Agreement**.

ARTICLE 11
REPRESENTATIONS OF THE CONTRACT CITY

The **Contract City** represents that (A) this **Agreement** has been duly authorized, executed and delivered by the governing body of the **Contract City**, and (B) it has the required power and authority to perform this **Agreement.**

ARTICLE 12
APPROVALS AND NOTICES

All notices, consents and other communications required, permitted or otherwise delivered under this **Agreement** shall be in writing and be delivered either by hand with proof of delivery or mailed by first class United States certified or registered mail, with return receipt requested, postage prepaid, and in any case shall be addressed as follows:

To County -
Miami-Dade County
Office of the Mayor
Stephen P. Clark Center
111 NW 1st Street
Miami, Florida 33128

To Contract City -

Attention:

Changes in the respective addresses above may be made from time to time by either party by notice to the other party. Notices and consents given by mail in accordance with this section shall be deemed to have been given five (5) business days after the day of dispatch, notices and consents given by any other means shall be deemed to have been given when received.

County Resolution No. R-
Contract City Resolution No.

ARTICLE 13
AMENDMENT TO AGREEMENT

This **Agreement** may be modified, altered or amended only by a written amendment duly executed by the parties hereto, and approved by the governing body of each party. Any oral representations or modifications concerning this **Agreement** shall be of no force or effect.

ARTICLE 14
NON-ASSIGNMENT

In no case shall the **Contract City** assign, transfer, convey or otherwise hypothecate any interest, rights, duties, or obligations hereunder, or any part thereof. In the event that a **Contract City** attempts to assign, transfer, convey or otherwise hypothecate this **Agreement** or the **Contract City's** rights, duties or obligations hereunder, or any part thereof, the **County** may at its option, terminate this **Agreement** with respect to the **Contract City**.

ARTICLE 15
RIGHTS OF OTHERS

Nothing in this **Agreement**, either express or implied is intended to confer upon any person or third parties, other than the parties hereto, any rights or remedies under or by reason of this **Agreement**.

ARTICLE 16
WAIVER

There shall be no waiver of any right related to this **Agreement** unless that such waiver is in writing signed by the party waiving such right. No delay or failure to exercise a right under this **Agreement** shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular rights waived and shall not be deemed a waiver of the same right at a later time of any other right under this **Agreement**.

ARTICLE 17
FORCE MAJEURE

Neither party hereto shall be liable for its failure to carry out its obligations under this **Agreement** during any period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligations of the party relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. It is further agreed and stipulated that the right of any party hereto to excuse its

failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party, written notice of its assertion that a Force Majeure delay has commenced within five (5) working days after such commencement. If there exists good cause for failure to give such notice, such failure shall not prejudice any party's right to justify any non-performance as caused by Force Majeure, unless the failure to give timely notice causes material prejudice to the other party.

ARTICLE 18
COUNTY EVENT OF DEFAULT

The failure by the **County** to substantially fulfill any of its material obligations in accordance with this **Agreement,** unless excuses are justified by Force Majeure, shall constitute a County event of default ("**County Default**"). If a **County Default** should occur, the **Contract City** shall have all of the following rights and remedies which each may exercise singly or in combination: 1. the right to declare that this **Agreement,** together with all rights granted to the **County**, hereunder are terminated, effective upon such date as is designated by the **Contract City**; 2. any and all other rights provided under federal laws and the laws of the State of Florida; and 3. in any event, the **County** shall maintain responsibility for any debts owed to the **Contract City** for services provided under the terms of this **Agreement**. Notwithstanding any other provision of this article, the **Contract City** shall not terminate this **Agreement** for a **County Default** unless the **Contract City** first give(s) the **County** written notice of intent to terminate specifying the alleged default, and providing the **County** a period of sixty (60) days from receipt of notice within which to cure such default.

ARTICLE 19
CONTRACT CITY EVENT OF DEFAULT

Without limitation, the failure by the **Contract City** to substantially fulfill any of its material obligations in accordance with this **Agreement**, unless excuses are justified by Force Majeure, shall constitute a **Contract City** event of default ("**Contract City Default**"). If a **Contract City Default** should occur, the **County** shall have all of the following rights and remedies which it may exercise singly or in combination: 1. the right to declare that all rights granted to the **Contract City** hereunder are terminated, effective upon such date as is designated by the **County**; 2. any and all rights provided under federal laws and the laws of the State of Florida; and 3. in any event, the **Contract City** shall maintain responsibility for any debts owed to the **County** for services provided under the terms of this **Agreement**. Notwithstanding any other provision of this article, the **County** shall not terminate this **Agreement** for a **Contract City Default** unless the **County** first gives the **Contract City** written notice of intent to terminate specifying the alleged default, and providing the **Contract City** a period of sixty (60) days from receipt of notice within which to cure such default.

ARTICLE 20
FLORIDA LAW GOVERNS; VENUE IN MIAMI-DADE COUNTY, FLORIDA

This **Agreement**, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

ARTICLE 21
TERMINATION

This **Agreement** may be terminated upon mutual consent, in writing, between the **Contract City** and the **County**. This **Agreement** may also be terminated by a **Contract City** based on increases in the **Disposal Fee** in accordance with Article 3(D).

ARTICLE 22
COUNTERPARTS

This **Agreement** may be executed in one or more counterpart(s), each of which shall be deemed an original.

ARTICLE 23
INVALIDITY OF PROVISIONS

Should any provision, paragraph, sentence, word or phrase contained in this **Agreement** be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and this **Agreement** shall remain in full force and effect.

ARTICLE 24
EXAMINATION AND AUDITS

The **County**, or its duly authorized representatives and governmental agencies, and **Contract City**, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the books, documents, papers and records, including contractors, and subcontractors and suppliers which apply to all matters of this Agreement. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement. The **County** and **Contract Cities**, and their contractors and subcontractors, must make available, upon request of the other party, or any of their duly authorized representatives, any books, documents, papers, information, data, reports, and records of the applicable party or its assigns, contractors or subcontractors,

which are directly pertinent to this **Agreement** for the purpose of making audit, examination, excerpts, and transcriptions.

ARTICLE 25
FLORIDA PUBLIC RECORDS LAW; ACCESS TO RECORDS

This **Agreement** shall be subject to the stipulations of the public records laws of the State of Florida, Chapter 119, Florida Statutes (the "**Public Records Laws**"). The **County** and **Contract Cities** shall comply with the **Public Records Laws**, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the **County** or **Contract Cities** would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the **County** or **Contract City**, all public records in possession of contractors and subcontractors upon termination of the **Agreement** and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the other party, in a format that is compatible with the information technology systems of the requesting party. The **County** and **Contract Cities** shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of the term of this **Agreement**. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this **Agreement** and shall be enforced in accordance with the terms and conditions of the **Agreement**.

EXHIBIT 2

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this **Agreement** to be executed in its name by the County Mayor or his/her designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the **Contract City** has caused this **Agreement** to be executed in its name by the _____ of the **Contract City** or his/her designee, attested by the Clerk of the **Contract City's** governing body and has caused the seal of the **Contract City's** governing body to be hereto attached, all on the day and year first written above.

Attest: JUAN FERNANDEZ-BARQUIN,
Clerk of the Board

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
County Mayor
Miami-Dade County Florida
111 NW 1st Street, 29th Floor
Miami, FL 33128

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY BY:
Miami-Dade County Attorney's Office
111 NW 1st Street
Suite 2800
Miami, FL 33128

_____
Assistant County Attorney

County Resolution No. R-
Contract City Resolution No.

EXHIBIT 2

CONTRACT CITY

_____,
a Florida Municipal Corporation

ATTEST: By:

_____

_____
Title:

This day of _____, 20_

_____

[corporate seal]

APPROVED AS TO INSURANCE REQUIREMENTS:

APPROVED AS TO FORM AND CORRECTNESS:

County Resolution No. R-
Contract City Resolution No.

MEMORANDUM

Agenda Item No. 8(M)(1)

TO:	Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners	**DATE:**	November 18, 2025
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution authorizing the County Mayor to execute a standard form of the Third Amended and Restated Interlocal Agreement between Miami-Dade County and contract cities for use of the County Solid Waste Management System, and to exercise all rights, powers, and options therein, including renewal and termination

A substitute was presented and forwarded to the BCC with a favorable recommendation at the 10-14-25 Infrastructure, Innovation and Technology Committee.

This substitute differs from the original version as stated in the Mayor's memorandum.

The accompanying resolution was prepared by Solid Waste Management Department and placed on the agenda at the request of Prime Sponsor Infrastructure, Innovation & Technology Committee.

Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum

Date: November 18, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
County Mayor

Subject: Third Amended and Restated Interlocal Agreement for Use of the County Solid Waste Management System

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This substitute differs from the original item in that it:

- **Revises the definition of County Solid Waste Management System ("System"), to only include facilities owned and operated by the County and the WM-owned Medley Landfill. The previous definition included all of the WM facilities and the Waste Connection facilities – this would limit the County's ability to manage the flow of waste in order to meet our waste delivery obligations.**
- **Removes reference to the County Solid Waste Management System in Article 2, as County concurrency includes the System as currently defined, plus capacity at WM and Waste Connection facilities, since the definition of the System was corrected.**
- **Revises Article 3 to remove the following clauses as they have already been addressed under Clause (iii)**
  (iv) A facility that is subject to disposal or transfer surcharge fees and waste delivery guarantee fees; or
  (v) A facility that provides services that are not provided by the County Solid Waste Management System (e.g., community drop-off and reuse facilities).
- **Revises the Disposal and Transfer Fees amounts contained in Article 3, Section D. The increase/decrease in rates was changed to reflect FY 25-26 and not FY 24-25 amounts.**
- **Revises Article 3, Section D Disposal and Transfer Fees to add language to ensure the Disposal Fee can be increased above CPI when the County airspace has been depleted.**

Executive Summary

The purpose of this item is to seek authorization from the Board of County Commissioners (the "Board") for the approval of the attached resolution permitting the execution of a standard form of the Third Amended and Restated Interlocal Agreement (the "Third Amendment") between Miami-Dade County (the "County") and Contract Cities for the utilization of the County Solid Waste System.

Currently, there are fifteen (15) municipalities within Miami-Dade County that have active waste disposal agreements with the County. It is important to note that five (5) of these agreements are set to expire on October 1, 2025, as detailed in the attached Exhibit 1 listing the Contract Cities. The five Contract Cities pertaining to this item are: City of Homestead, City of Miami Springs, City of North Bay Village, City of South Miami, and City of West Miami.

To ensure compliance with the requirements of these waste disposal agreements, the Department of Solid Waste Management ("DSWM") has successfully renewed its agreements with Waste Management and Waste Connections. These renewed agreements are essential to providing DSWM with enhanced disposal capacity, granting access to landfills, and ensuring a reliable waste delivery system via rail. Such arrangements are critical for meeting concurrency requirements and securing sufficient waste disposal capacity for our communities.

Recommendation
It is recommended that the Board approve the attached resolution authorizing the execution of a Third and Restated Interlocal Agreement and authorize the County Mayor or County Mayor's designee to enter into such standard agreements and execute these agreements and to exercise all provisions contained in the Third Amendment, including renewal and termination.

Scope
Municipalities who incorporated after 1996 are served by the County for solid waste collection in accordance with the Code of Miami-Dade County, Fla., and Home Rule Amendment and Charter. The proposed Third Amendment specifically pertains to the five (5) Contract Cities with contracts scheduled to expire on October 1, 2025. The contracts for the remaining ten contract cities will expire on the dates specified in Exhibit 1.

Fiscal Impact
Based on preliminary data for fiscal year ("FY") 2024-25 as of March 31, 2025, total annual waste disposal fee revenue from Contract Cities amounted to approximately $11.688 million. This figure represents approximately 11% percent of annual waste disposal fee revenue for DSWM. It is important to maintain waste disposal fee revenue from Contract Cities at or above current levels in order to comply with our bond covenants related to debt service coverage, and fund fixed and variable costs for disposal operations.

Track Record/Monitor
All waste deliveries to County disposal facilities are meticulously documented within the scale house computer system. Each Contract City is assigned a unique account within this system, allowing for precise tracking of waste deliveries. The system can generate comprehensive reports as required to monitor delivery quantities effectively. Annually, the total waste delivery amounts received from Contract Cities are published in the Annual Comprehensive Financial Report ("ACFR") for DSWM waste operations. Bola Shorunke-Jean, the Assistant Director and Chief Financial Officer for Financial Services, oversees the scale house computer system for DSWM and is responsible for the production of the ACFR.

Delegated Authority
This item authorizes the County Mayor or the County Mayor's designee to execute the Third Amended and Restated Interlocal Agreement between Miami-Dade County and Contract Cities for Use of the County Solid Waste System and to exercise any and all powers and options within the Third Amended Agreement including renewal and termination.

Background
Municipalities interested in utilizing the County Solid Waste Management System for their waste disposal needs have the opportunity to enter into a long-term interlocal agreement with the County. By doing so, they can benefit from a reduced disposal rate, known as the Contract Rate, which is currently set at $74.40 per ton. In contrast, the Non-Contract rate, applicable to parties without such an agreement, stands at $113.19 per ton.

The initial standard form of the waste disposal agreement was approved by the Board on September 14, 1995 (Resolution No. R-1198-95) as part of a Phase II initiative in the Strategic Plan for Dade County Solid Waste Management. The agreement underwent its first amendment in 1996 (Resolution No. R-711-96), which primarily clarified the conditions under which Contract Cities could utilize the Waste Management Inc. of Florida landfill in the Town of Medley, Florida.

On March 5, 2013, the Board, through Resolution No. R-167-13, approved the standard form of the Second Amended and Restated Interlocal Agreement between the County and Contract Cities. This approval facilitated the renewal of 14 agreements that were approaching their expiration date on October 1, 2015.

The proposed Third Amendment achieves the following objectives:

1. Updates the language to reflect our commitment to becoming a Zero-Waste Community and extending the lifespan of our landfills.
2. Revises the language concerning waste diversion and emphasizes our collaboration with the Contract City to meet the goal of reducing municipal solid waste generated within its boundaries.
3. Adjusts disposal fees to align with the new rates once the Implementing Order is adopted for FY 2025-26.
4. Enhances the definitions section to incorporate the Contract Rate and the addresses of all solid waste facilities, ensuring alignment with the Interlocal Agreement for consistency.

For your convenience, a redlined version of the Third Amendment is also attached herein as Exhibit 2, showing all changes made in updating the Third Amendment.

Attachment

Roy Coley
Chief Utilities and Regulatory Services Officer

"Exhibit 1"

Miami-Dade County Contract Cities 2025

	NAMES OF CONTRACT CITIES	SIGNATURE DATE	EXPIRATION DATE
1.	Bal Harbour Village	July 31, 2015	October 1, 2032
2.	Town of Bay Harbor Islands	August 10, 2015	October 1, 2035
3.	City of Coral Gables	July 20, 2015	October 1, 2035
4.	***City of Homestead***	***October 1, 2005***	***October 1, 2025***
5.	City of Miami	April 4, 2013	October 1, 2032
6.	City of Miami Beach	August 11, 2015	October 1, 2032
7.	Miami Shores Village	July 21, 2015	October 1, 2035
8.	***City of Miami Springs***	***July 30, 2015***	***October 1, 2025***
9.	***City of North Bay Village***	***May 26, 2015***	***October 1, 2025***
10.	City of North Miami	March 26, 2004	December 31, 2033
11.	City of North Miami Beach	September 25, 2015	October 1, 2035
12.	***City of South Miami***	***January 12, 2015***	***October 1, 2025***
13.	Town of Surfside	April 14, 2015	October 1, 2035
14.	City of Sweetwater	March 1, 2012	October 1, 2032
15.	***City of West Miami***	***April 21, 2005***	***October 1, 2025***

THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CONTRACT CITIES FOR USE OF THE COUNTY SOLID WASTE MANAGEMENT SYSTEM

This Interlocal Agreement ("**Agreement**") is made and entered into this _____ day of _____, 202_, by and between Miami-Dade County by and through its Board of County Commissioners ("**County**") and the _____ by and through its governing body ("**Contract City**"), to provide for use of the County Solid Waste Management System ("System"), by the **Contract City** for its residential municipal solid waste disposal and transfer needs.

BACKGROUND RECITALS

Whereas, the Miami-Dade County Board of County Commissioners (the "**Board**"), hereby finds and declares that it is necessary to the health, safety and welfare of the citizens of Miami-Dade County to provide for municipal solid waste disposal and management facilities and services; and

Whereas, the **County** desires to maximize the use of its System, extend the life of its landfills, and work towards becoming a zero-waste county; and

Whereas, the **Contract City** desires to use the County Solid Waste Management System for its municipal solid waste disposal needs (and transfer needs, as applicable), at an agreed-upon disposal fee rate (and transfer fee rate as applicable); and

Whereas, the **Contract City** desires to use the County Solid Waste Management System to satisfy concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, Florida Statutes) only as it applies to disposal capacity for municipal solid waste the **Contract City** collects for disposal and which is committed to the **County** for disposal in the County Solid Waste Management System in accordance with this **Agreement,** and actually disposed of therein; and

Whereas, the **County** and the **Contract City** desired to formalize their relationship regarding municipal solid waste disposal responsibilities consistent with the provisions of Section 403.706, Florida Statutes; and

Whereas, the **Contract City** and the **County** previously entered into an interlocal agreement for use of the System, that remains in effect to date ("**Original Agreement**"); and

Whereas, the Contract City and the County desire to amend and restate their obligations and rights with respect to the use of the System and therefore intend this Agreement to supersede the Original Agreement, and the Original Agreement will have no effect following the effective date of this Agreement; and

County Resolution No. R-
Contract City Resolution No.

Whereas, the amended agreement as stated herein shall be available to all municipalities.

NOW THEREFORE, in consideration of the foregoing premises, and the mutual considerations contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

The recital clauses are approved by the Contract City and the County and are incorporated herein by reference.

DEFINITIONS

For the purposes of this **Agreement,** the following capitalized words and phrases shall be given the following respective meanings:

Board - the Miami-Dade County Board of County Commissioners.

Change in Law - after the date of execution of this **Agreement**, (a) the adoption, promulgation, issuance, modification, or change in interpretation of any federal, state or local law, regulation, rule, requirement, ruling or ordinance, of the United States or any state or territory thereof, unless (i) such law, regulation, rule, requirement, ruling or ordinance was on or prior to such date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any governmental entity or official having jurisdiction, (provided, that it shall not constitute a Change in Law if an administrative regulation existed on the date of execution of this **Agreement** in temporary or proposed form and was treated as generally applicable to transactions of the type contemplated hereby), or (ii) compliance with such law, regulation, rule requirement, ruling or ordinance was provided for in the **Agreement**; (b) the issuance of an order and/or judgment of any governmental entity or official having jurisdiction, to the extent such order and/or judgment constitutes a reversal of a prior applicable order and/or judgment, or an overturning of prior administrative policy or judicial precedent; or (c) the suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization or approval essential to the acquisition, design, construction, equipping, start-up, operation, ownership or possession of the County Solid Waste Management System facilities or the facilities sites, to the extent such suspension, termination, interruption or failure of renewal is not caused by any action or inaction of the **County** or its contractors (provided that, for the purposes of determining whether a suspension, termination, interruption or failure of renewal was so caused, any reason or finding set forth in writing by the agency responsible for issuance of such permit, license, consent, authorization or approval shall be accorded the rebuttal presumption of accuracy), provided that no change in tax law, change to the Internal Revenue Code of 1954 effected by the Tax Reform Act of 1986 (to the extent applicable on the date of this **Agreement**), change in foreign law, change in law which adversely affects the **County's** legal rights as a licensee, grantee, owner, or user of any patent or other "know-how" in respect of proprietary technology intended to be utilized by it in

performing its obligations under this **Agreement** shall constitute a change in law for any purposes of this **Agreement**.

Concurrency - provision of certain public facilities specified in the State of Florida Local Government Comprehensive Planning and Land Development Regulation Act ("the Act") (specifically, Chapter 163, Part II, Section 163.3180 Florida Statutes) by (a) county (ies), or (a) municipality(ies) or a combination thereof, at a specified level-of-service stated in the Capital Improvements Element of the comprehensive plan for the applicable jurisdiction(s), adopted pursuant to the Act.

Contract Cities – a municipal corporation or corporations existing under the laws of the State of Florida, that enter into this **Agreement** with the **County**. For the purpose of this **Agreement,** the unincorporated areas of Miami-Dade County as geographically configured on February 16, 1996, shall be considered a **Contract City**.

Contract Rate – fee(s) for use of the County Solid Waste Management System by any person, governmental entity, corporation or partnership that has entered into an agreement with the County of ten (10) years or greater in duration for such System use, as per Implementing Order No. IO 4-68(Schedule of all Service Levels and Fees for Miami-Dade County Solid Waste Services).

County – Miami-Dade County, Florida by and through its Board of County Commissioners.

County Disposal Fee - the fee charged to dispose of municipal solid waste or solid waste at County-owned disposal facilities or facilities operated under contract with the **County** for municipal solid waste or solid waste disposal.

County Solid Waste Management System ("**System**") - The aggregate of those solid waste management facilities owned by or operated under contract with Miami-Dade County which shall include the North Dade Landfill (21500 NW 47th Avenue); South Dade Landfill (23707 SW 97th Avenue); Waste Management's Medley Landfill, Medley, Florida (9350 NW 89th Avenue);; Northeast Transfer Station (18701 NE 6th Avenue); Central Transfer Station (1150 NW 20th Street); West Transfer Station (2900 SW 72nd Avenue);and other such facilities as may be added to or deleted from this listing from time to time, by the County Mayor or his/her designee at his/her sole discretion. Such additions or deletions may be made by use of an attachment hereto without need for formal amendment to this Agreement.

Director - the Director of the Solid Waste Management Department or his/her designee.

Disposal Fee - the fee charged to dispose of municipal solid waste or solid at **County Solid Waste Management System** disposal facilities.

Exclusive Franchise or License - (a) contract(s) between a **Contract City** and a (limited number of) third party contractor(s) for the right and privilege to collect municipal solid waste

or solid waste from either residential units or commercial establishments, or both residential units and commercial establishments, within (a) designated service area(s) under the terms of which the contractor(s) pay(s) the **Contract City** a fee.

Fiscal Year - the period beginning October 1st of each year and ending September 30th of the subsequent year.

Force Majeure - an act of God, epidemic, lightning, earthquake, fire, explosion, storm, tornado, hurricane, flood or similar occurrence, strike, and act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this **Agreement**, which by the exercise of due diligence the party relying thereon as justification for not performing any obligation under this **Agreement** shall not have been able to avoid, and which is not the result of a willful or negligent action or omission of such party.

Municipal Solid Waste ("**MSW**") – all discarded materials or substances, exclusive of source-separated recyclable materials, which the **Contract City** collects for disposal or is collected for it by third parties under contract with the **Contract City** for disposal including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form. This definition is not intended to include any waste collected by any entity whose sole relationship with the Contract City is a franchise or license and which entity does not collect any waste on behalf of the Contract City. In addition, this definition is not intended to include waste collected at any city owned facility.

Non-Contract Disposal – fee(s) for use of the County Solid Waste Management System by any person, governmental entity, corporation or partnership that has not entered into an agreement with the **County** of ten (10) years or greater in duration for such System use, as per Implementing Order No. IO 4-68(Schedule of all Service Levels and Fees for Miami-Dade County Solid Waste Services).

Non-Contract Disposal Fee (per ton) - the higher fee(s) paid by private haulers or municipalities for Non-Contract Disposal of solid waste in the County Solid Waste Management System.

Non-Exclusive Franchise or License - a regulatory program under which an unlimited number of solid waste haulers are given the right and privilege to collect solid waste from either residential units or commercial establishments, or both residential units and commercial establishments, under the terms of which each hauler pays the **Contract City** a fee.

Solid Waste – all discarded materials or substances, exclusive of source-separated recyclable materials, including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form, which materials or substances are not collected by or on behalf of a **Contract City**.

Source-Separated Recyclable Materials - materials separated from municipal solid waste or solid waste at their source of generation which are set-out for collection at their source of generation. Such materials shall be limited to: clean yard trash, aseptic and gable-top containers, corrugated cardboard, construction and demolition debris, electronic waste, magazines, mixed waste paper, newspapers, telephone books, textile waste, household batteries, glass containers, plastic containers, steel cans and aluminum cans, and other source-separated recyclable materials as may be approved for addition to this listing from time to time by the County Mayor or his/her designee, which approval shall not be unreasonably withheld; such additions may be made by use of an attachment hereto without need for formal amendment to this **Agreement.**

Transfer Fee - the fee charged to transfer municipal solid waste or solid waste from County Solid Waste Management System transfer stations to County Solid Waste Management System disposal facilities.

ARTICLE 1
CONSTRUCTION OF INTERLOCAL AGREEMENT

The word "shall" as used in this **Agreement** shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

ARTICLE 2
RESPONSIBILITIES OF THE COUNTY

A. **Provision of Disposal Capacity.** The **County** shall provide MSW disposal capacity (and transfer, as applicable) for the MSW which each **Contract City** collects or is collected for it for disposal and which is committed to the **County** for disposal in the **County Solid Waste Management System** in accordance with this **Agreement**. The provision of MSW disposal services under this **Agreement** shall comply with all applicable state and federal laws.

B. **Disposal Capacity for Concurrency.** The **County** shall maintain sufficient **MSW** disposal capacity to comply with Concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, Florida Statutes) only as it applies to **MSW** disposal capacity for the **MSW** which the **Contract City** collects or is collected for it for disposal and which is committed to the **County** for disposal in the **County Solid Waste Management System** in accordance with this **Agreement**, and actually disposed of therein.

C. **Standardization of Agreement.** The terms of this **Agreement** shall be substantially the same for all Contract Cities.

ARTICLE 3
RESPONSIBILITIES OF THE CONTRACT CITY

A. **Delivery of MSW to County. The Contract City** shall deliver all the MSW it collects or is collected for the City for disposal, to a County Solid Waste Management System facility(ies) at Disposal Fee rates as specified herein. Delivery of MSW by **Contract City** to the Waste Management Inc. of Florida landfill in Medley, Florida ("Medley") shall be permitted, at **Contract Rates**, for the term of this agreement; provided that, (1) the **County's** agreement with Waste Management Inc. of Florida, dated September 4, 2024 (or date executed), is in effect, (2) the Medley landfill is accepting **MSW** for disposal, and (3) **MSW** from (a) **Contract City(ies)** is not needed at the **System**, as determined by the **Director**, in his/her sole discretion.

The Director may identify particular facilities to which the **Contract City** shall deliver its **MSW** subject to the following:

(i) The **Contract City** may deliver its **MSW** to a **County** transfer facility(ies) if the applicable transfer fee is paid to the **County**.

(ii) At no time during the term of this **Agreement** shall a **Contract City** be required to deliver **MSW** to a **County** transfer facility unless the **Transfer Fee** is waived during the period of such **County** requirement of delivery to a transfer station.

(iii) The **Contract City** shall not be directed to deliver its MSW to a disposal facility which is farther from the **Contract City's** boundaries than the closest **County**-owned disposal facility.

(iv) The **Contract City** shall not be directed to deliver its MSW to a transfer facility which is farther from the **Contract City's** boundaries than the closest county-owned transfer facility. In no case shall the **Contract City** be required to deliver its MSW to a County Solid Waste Management System facility which is farther than twenty (20) miles from the **Contract City**'s nearest boundary in order to take full advantage of it rights under this **Agreement.**

B. **Use of Other Facilities Prohibited.** The **Contract City** shall not deliver any **MSW** it collects or is collected for the **Contract City** for disposal to a solid waste disposal or transfer facility other than a **County Solid Waste Management System** facility for the term of this **Agreement**. The **Contract City** shall not deliver any residential MSW it collects or is collected for the **Contract City**, to a materials recovery or recycling facility for the term of this **Agreement**.

Notwithstanding the foregoing**,** in the event that the **County** approves an operating permit for a solid waste disposal or transfer facility located within Miami-Dade County:

Other than:

(i) A facility that is a part of the **County Solid Waste Management System**; or

(ii) A facility that is used exclusively to facilitate the delivery of **MSW** to **County Solid Waste Management System** facilities; or

(iii) A facility that is subject to a solid waste disposal agreement with the **County**, which agreement shall not allow acceptance of third-party waste either by agreement or regulation; or

Then in that case:

the **Contract City** shall have the option to either pursue a permit for operation of a solid waste disposal or transfer facility for all or a portion of its **MSW** disposal needs or deliver all or a portion of its **MSW** to the permitted solid waste disposal or transfer facility(ies) that meets the criteria established herein, provided however that any portion of the **Contract City's MSW** that is not so disposed must continue to be delivered to the **County** pursuant to the terms of this **Agreement**.

C. **Hauler Contracts.** The **Contract City** shall include in any **MSW** collection contracts with **Solid Waste** haulers, or amendments to such contracts, which it executes, renews or extends after the date of this **Agreement,** a provision that all **MSW** collected for the **Contract City** shall be delivered to a **County Solid Waste Management System** facility for disposal. This provision shall apply to exclusive franchise or license agreements with **Solid Waste** haulers to collect **MSW** on the **Contract City's** behalf. This provision shall not apply to a non-exclusive franchise or license to haul **Solid Waste** that is not collected on the **Contract City's** behalf.

D. **Disposal and Transfer Fees.** The **Contract City** shall pay a **Disposal Fee** (and a **Transfer Fee**, as applicable) for each ton of **MSW** delivered to the **County Solid Waste Management System** for disposal. As of October 1, 2025, the **Contract City** shall pay a **Disposal Fee** of seventy-six dollars and twelve cents ($76.12) per ton to the **County** for disposal of **MSW** delivered to **County Solid Waste Management System** facilities. This **Disposal Fee** shall be established by separate administrative/implementing order, and effective upon **Board** approval. As applicable, as of October 1, 2025, the **Contract City** shall pay a **Transfer Fee** of sixteen dollars and sixty-six cents ($16.66) per ton to the **County** for transfer of **MSW** delivered to **County Solid Waste Management System** transfer facilities. This **Transfer Fee** shall be established by separate administrative/implementing order, and

effective upon Board approval. The **Disposal Fee** and **Transfer Fee** may be increased or decreased for inflation or deflation beginning on October 1, of each Fiscal Year ("**Fiscal Year**" or "**FY**"), relative to increases or decreases in the U.S. Government Consumer Price Index for All Urban Consumers for the Southeast Region of the United States ("CPI") for the prior period of July 1st through June 30th. Such CPI increases or decreases shall be capped at four percent (4%) per year for the term of this **Agreement.** In the event that the actual CPI increase exceeds the four percent (4%) cap in a given **Fiscal Year**, the amount of CPI increase above the four percent (4%) cap shall be applied to CPI increases or decreases in future years when the CPI increase or decrease is less than four percent (4%). The **Disposal Fee** and **Transfer Fee** shall not otherwise increase, unless as required by **Change in Law**, as defined herein, which may occur at any time during the term of this **Agreement.** The **County** shall notify the **Contract City** of proposed **Disposal Fee** and **Transfer Fee** adjustments on the basis of a change in law. The **Disposal Fee** or **Transfer Fee** increase based on **Change in Law** shall fully compensate the **County** for its increased costs. Each **Contract City** shall pay prevailing disposal fees for waste materials for which the **County** charges other than the **Disposal Fee** for the entire term of this **Agreement,** including, without limitation, tires and asbestos, if provided to the **County** for disposal. The existing Disposal Fee is determined by the available airspace in County owned landfills at the time of this Agreement. Given the limited capacity of these landfills, the Disposal Fee is subject to increase upon the depletion of available airspace.

E. **Terms of Payment**. The **County** shall invoice the **Contract City** for **Disposal Fees**, based on **County** weighing records, by means of First-Class U.S. Mail, within five (5) days of the last day of each month, commencing in the first month after the effective date of this **Agreement,** and continuing monthly thereafter for the term of this **Agreement.** In accordance with Section 218.74(2), Florida Statutes, as amended from time to time, payment of **Disposal Fees** owed to the **County** shall be due from, and payment shall be made by, **the Contract City** forty-five (45) days from the date of receipt of the **County's** monthly invoice.

F. **Dispute on Invoicing**. In the event of a dispute on invoicing, the **Contract City** shall first pay the full amount of the disputed charges when due and shall, within thirty (30) days from the date of receipt of the disputed invoice, give written notice of the disputed invoice to the **County**. The notice of dispute shall identify the disputed invoice, state the amount in dispute and set forth a full statement of grounds on which such dispute is based. The County Mayor or his/her designee shall confer with the **Contract City** and the County Mayor or his/her designee shall resolve the dispute not later than sixty (60) days after the date upon which the disputed invoice was received. Should the **Contract City** disagree with the determination of the County Mayor or his/her designee, it may pursue any remedy at law except withholding payment.

G. **Waste Diversion.** The **County** shall have the option to engage and collaborate with the **Contract City** to achieve the goal of reducing the total amount of **MSW** generated within the **Contract City**. Engagement and collaboration with the **Contract City** include but is not limited to public education campaigns, outreach efforts, and waste analyses. The **Contract City** shall provide a good faith effort in engaging and collaborating if the **County** exercises this option.

ARTICLE 4
WEIGHING RECORDS

The **County** shall cause all **County Solid Waste Management System** facilities to operate and maintain motor truck scales calibrated to the accuracy required by Florida law and to weigh all vehicles delivering **MSW**. Each vehicle delivering **MSW** from the **Contract City,** or its contract hauler, shall have its tare weight and cubic yard capacity permanently and conspicuously displayed on the exterior of the vehicle. The **County** or its contractor may, from time to time, require revalidation of the tare weight of any vehicle. The **Contract City** shall provide the **County** with information about each private hauler delivering **MSW** on its behalf to include: name and address, make, body type and motor vehicle registration number of each vehicle used for such purpose. All such haulers shall have and maintain a valid **County** solid waste hauler permit in accordance with Section 15-17 of the Code of Miami-Dade County ("**Code**"), as amended from time to time.

The **County** will supply the **Contract City** with monthly weighing records as may be reasonably required by the **Contract City** to administer its waste collection program. Copies of all transaction tickets will be maintained by the **County** for at least two (2) years. If weighing scales are inoperable or are being tested, the facility operator shall estimate the quantity of **MSW** delivered using a schedule of estimated waste material weights in accordance with Section 15-25, subsections (b) and (d) of the Code, as amended from time to time. The estimates shall take the place of actual weighing records, when the scales are not operational. The **County** shall use reasonable efforts to maintain the scales in an operable and accurate weighing condition.

ARTICLE 5
SHORT-TERM DISPOSAL

The **Contract City** agrees that the **County Solid Waste Management System** may accept **Solid Waste** on a **Non-Contract Disposal** basis from private or municipal haulers, so long as the capacity to receive **MSW** delivered on behalf of the **Contract City** is not impaired, and provided that such haulers shall pay (a) **Non-Contract Disposal Fee(s)** of at least ten percent (10%) above that charged to **Contract Cites.** The (a) **Non-Contract Disposal Fee(s)** shall be established by separate administrative/implementing order, and effective upon **Board** approval**.** All **Disposal Fee** revenues generated pursuant to this **Agreement** shall be used to pay **County Solid Waste Management System** costs. This provision shall not inhibit the **County** from entering into agreements with private haulers for delivery of **Solid Waste** to **County** disposal facilities (with the exception of agreements for delivery of **Solid Waste** collected by (a) private hauler(s) under contract with any municipality that is not a party to

this **Agreement,** which shall be prohibited), the minimum duration of which shall be ten (10) years, provided that the **County** shall not offer (a) **Disposal Fee(s)** less than that agreed to herein by the **Contract City** to any private hauler for the term of this **Agreement**.

ARTICLE 6
RELATIONSHIPS OF THE PARTIES

Nothing in this **Agreement** shall be deemed to constitute any party a partner, agent or local representative of the other party or to create any type of fiduciary responsibility of any kind whatsoever between the parties. The obligations to this **Agreement** are not joint; the obligations are separate and several between the **Contract City** and **County**.

ARTICLE 7
HEADINGS

Captions and headings in this **Agreement** are for ease of reference only and do not constitute a part of this **Agreement** and shall not affect the meaning or interpretation of any provisions herein.

ARTICLE 8
DURATION OF AGREEMENT

The term of **MSW** deliveries by the **Contract City** to the **County** under this **Agreement** shall commence with the date of execution and shall remain in effect up to and including December 31, 2045. This **Agreement** supersedes and replaces the **Original Agreement** entered into on _____, and shall govern all of the disposal in the **Contract City** during the term of the Agreement. The **Agreement** shall be executed and approved by resolution of the **Contract City's** governing body and shall become effective upon execution by the **County**. A copy of the resolution of approval shall be transmitted to the County Mayor within five (5) days following the date of each **Contract City's** approval.

ARTICLE 9
AGREEMENT GOVERNS; ENTIRE AGREEMENT

This **Agreement** shall govern and supersede any other interlocal agreement between the **Contract City** and the **County** with regard to use of the **County Solid Waste Management System**. This writing embodies the entire **Agreement** and understanding between the parties hereto, and there are no other agreements or understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

ARTICLE 10
REPRESENTATIONS OF THE COUNTY

The **County** represents that (A) this **Agreement** has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the **County**, and (B) it has the required power and authority to perform this **Agreement**.

ARTICLE 11
REPRESENTATIONS OF THE CONTRACT **CITY**

The **Contract City** represents that (A) this **Agreement** has been duly authorized, executed and delivered by the governing body of the **Contract City**, and (B) it has the required power and authority to perform this **Agreement.**

ARTICLE 12
APPROVALS AND NOTICES

All notices, consents and other communications required, permitted or otherwise delivered under this **Agreement** shall be in writing and be delivered either by hand with proof of delivery or mailed by first class United States certified or registered mail, with return receipt requested, postage prepaid, and in any case shall be addressed as follows:

To County -
Miami-Dade County
Office of the Mayor
Stephen P. Clark Center
111 NW 1st Street
Miami, Florida 33128

To Contract City -

Attention:

Changes in the respective addresses above may be made from time to time by either party by notice to the other party. Notices and consents given by mail in accordance with this section shall be deemed to have been given five (5) business days after the day of dispatch, notices and consents given by any other means shall be deemed to have been given when received.

ARTICLE 13
AMENDMENT TO AGREEMENT

This **Agreement** may be modified, altered or amended only by a written amendment duly executed by the parties hereto, and approved by the governing body of each party. Any oral representations or modifications concerning this **Agreement** shall be of no force or effect.

ARTICLE 14
NON-ASSIGNMENT

In no case shall the **Contract City** assign, transfer, convey or otherwise hypothecate any interest, rights, duties, or obligations hereunder, or any part thereof. In the event the a **Contract City** attempts to assign, transfer, convey or otherwise hypothecate this **Agreement** or the **Contract City's** rights, duties or obligations hereunder, or any part thereof, the **County** may at its option, terminate this **Agreement** with respect to the **Contract City**.

County Resolution No. R-
Contract City Resolution No.

ARTICLE 15
RIGHTS OF OTHERS

Nothing in this **Agreement,** either express or implied is intended to confer upon any person or third parties, other than the parties hereto, any rights or remedies under or by reason of this **Agreement**.

ARTICLE 16
WAIVER

There shall be no waiver of any right related to this **Agreement** unless that such waiver is in writing signed by the party waiving such right. No delay or failure to exercise a right under this **Agreement** shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular rights waived and shall not be deemed a waiver of the same right at a later time of any other right under this **Agreement**.

ARTICLE 17
FORCE MAJEURE

Neither party hereto shall be liable for its failure to carry out its obligations under this **Agreement** during any period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligations of the party relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party, written notice of its assertion that a Force Majeure delay has commenced within five (5) working days after such commencement. If there exists good cause for failure to give such notice, such failure shall not prejudice any party's right to justify any non-performance as caused by Force Majeure, unless the failure to give timely notice causes material prejudice to the other party.

ARTICLE 18
COUNTY EVENT OF DEFAULT

The failure by the **County** to substantially fulfill any of its material obligations in accordance with this **Agreement,** unless excuses are justified by Force Majeure, shall constitute a County event of default ("**County Default**"). If a **County Default** should occur, the **Contract City** shall have all of the following rights and remedies which each may exercise singly or in combination: 1. the right to declare that this **Agreement,** together with all rights granted to the **County**, hereunder are terminated, effective upon such date as is designated by the **Contract City**; 2. any and all other rights provided under federal laws and the laws of the State of Florida; and 3. in any event, the **County** shall maintain responsibility for any debts owed to the **Contract City** for services provided under the terms of this **Agreement**. Notwithstanding any other provision of this article, the **Contract City** shall not terminate this **Agreement** for a **County Default** unless the **Contract City** first give(s) the **County** written

notice of intent to terminate specifying the alleged default, and providing the **County** a period of sixty (60) days from receipt of notice within which to cure such default.

ARTICLE 19

CONTRACT CITY EVENT OF DEFAULT

Without limitation, the failure by the **Contract City** to substantially fulfill any of its material obligations in accordance with this **Agreement**, unless excuses are justified by Force Majeure, shall constitute a **Contract City** event of default ("**Contract City Default**"). If a **Contract City Default** should occur, the **County** shall have all of the following rights and remedies which it may exercise singly or in combination: 1. the right to declare that all rights granted to the **Contract City** hereunder are terminated, effective upon such date as is designated by the **County**; 2. any and all rights provided under federal laws and the laws of the State of Florida; and 3. in any event, the **Contract City** shall maintain responsibility for any debts owed to the **County** for services provided under the terms of this **Agreement**. Notwithstanding any other provision of this article, the **County** shall not terminate this **Agreement** for a **Contract City Default** unless the **County** first gives the **Contract City** written notice of intent to terminate specifying the alleged default, and providing the **Contract City** a period of sixty (60) days from receipt of notice within which to cure such default.

ARTICLE 20

FLORIDA LAW GOVERNS; VENUE IN MIAMI-DADE COUNTY, FLORIDA

This **Agreement**, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

ARTICLE 21

TERMINATION

This **Agreement** may be terminated upon mutual consent, in writing, between the **Contract City** and the **County**.

ARTICLE 22

COUNTERPARTS

This **Agreement** may be executed in one or more counterpart(s), each of which shall be deemed an original.

ARTICLE 23

INVALIDITY OF PROVISIONS

Should any provision, paragraph, sentence, word or phrase contained in this **Agreement** be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and this **Agreement** shall remain in full force and effect.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this **Agreement** to be executed in its name by the County Mayor or his/her designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the **Contract City** has caused this **Agreement** to be executed in its name by the _____ of the **Contract City** or his/her designee, attested by the Clerk of the **Contract City's** governing body and has caused the seal of the **Contract City's** governing body to be hereto attached, all on the day and year first written above.

Attest: JUAN FERNANDEZ-BARQUIN,
Clerk of the Board

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
County Mayor
Miami-Dade County Florida
111 NW 1st Street, 29th Floor
Miami, FL 33128

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY BY:
Miami-Dade County Attorney's Office
111 N.W. 1st Street
Miami, FL 33128

_____
Assistant County Attorney

County Resolution No. R-
Contract City Resolution No.

CONTRACT CITY

_____,
a Florida Municipal Corporation

ATTEST: By:

_____ _____
Title:

This day of _____, 20_

_____

[corporate seal]

APPROVED AS TO INSURANCE REQUIREMENTS:

APPROVED AS TO FORM AND CORRECTNESS:

County Resolution No. R-
Contract City Resolution No.

MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: November 18, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(M)(1)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)
11-18-25

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A STANDARD FORM OF THE THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CONTRACT CITIES FOR USE OF THE COUNTY SOLID WASTE MANAGEMENT SYSTEM, AND TO EXERCISE ALL RIGHTS, POWER AND OPTIONS THEREIN, INCLUDING RENEWAL AND TERMINATION

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves in standard form the Third Amended and Restated Interlocal Agreement between Miami-Dade County and Contract Cities for use of the County Solid Waste Management System, and the County Mayor or County Mayor's designee is authorized to execute the Agreement in substantially the form attached hereto after review and approval by the County Attorney's office, and following proper execution by Contract Cities. The County Mayor or County Mayor's designee is authorized to exercise any and all rights, powers, and options within the agreement, including renewal and termination.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman
Kionne L. McGhee, Vice Chairman

Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Natalie Milian Orbis
Raquel A. Regalado	Micky Steinberg
District 5 - Vacant	

The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of November, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

dsh

David Stephen Hope

Memorandum

MIAMI-DADE COUNTY

Date:	November 18, 2025
To:	Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners
From:	Daniella Levine Cava Mayor
Subject:	Supplemental Information on the Third Amended and Restated Interlocal Agreement for Use of the County Solid Waste Management System

Supplement to
Agenda Item No. 8(M)(1)

This supplement was prepared and submitted to be included in the agenda at the request of Commissioner Micky Steinberg in order to provide a revised version of the Third Amended and Restated Interlocal Agreement ("ILA" or "Agreement"). Commissioner Micky Steinberg plans to propose a floor amendment to the substitute presented at the Infrastructure, Innovation & Technology Committee ("IITC") meeting on October 14, 2025.

The item was deferred at the Board of County Commissioners ("Board") meeting on November 11, 2025, by Prime Sponsor Commissioner Oliver G. Gilbert, III, to facilitate further discussions with certain Contract Cities whose ILAs are due for renewal, as well as to finalize the agreed upon amendments to the ILA.

The proposed floor amendment includes the following additional modifications in the attached ILA:

1. Certain definitions have been revised or added:
    a. **Contract Cities** has been modified to "**Contract City or Contract Cities",** with added language specifying that all Contract Cities listed in Exhibit 1 are bound by the terms of this Agreement.
    b. **Contract Rate** has been updated to clarify its applicability to the Contract Cities.
    c. **County Owned Landfills** has been created, to identify landfill properties owned by the County.
    d. **County Solid Waste Management System ("System")** has been updated to note that specific written notice will be provided to Contract Cities.
    e. **Compostable Materials** has been created.
    f. **Disposal Capacity** has been created.
    g. **Municipal Solid Waste ("MSW")** has been modified to exclude Compostable Materials.

2. In addition, amendments were made to the following ILA Articles:
    a. **Article 3, Responsibilities of Contract City. Section D** has been revised to include: 1) provisions for providing written notice of adjustments made to the Disposal & Transfer Fee; 2) a requirement for an annual report to be provided to the Contract Cities concerning Disposal Capacity; and 3) provisions for providing Contract Cities with written notice of Disposal Fee increases for depletion of Disposal Capacity, and to allow Contract Cities to terminate the Agreement, if such Disposal Fee increase exceeds 40%.
    b. **Article 8, Duration of Agreement.** This article now includes Contract Cities with added language indicating that the Original Agreement shall govern all disposal activities in the Contract Cities detailed in Exhibit 1.
    c. **Article 21, Termination.** This article has been amended to specify that the ILA may be terminated by a Contract City in the event of an increase of over 40% to the Disposal Fee.

d. **Article 24, Examination and Audits.** This has been added as a new section.
e. **Article 25, Florida Public Records Law; Access to Records.** This has been added as a new section.

The attachment accompanying this supplement (Exhibit 2) illustrates the proposed final version of the ILA, which reflects all changes. The Administration will seek to have the Board amend this agenda item via floor amendment to incorporate the changes as outlined in this supplemental memorandum.

Roy Coley
Chief Utilities and Regulatory Services Officer

EXHIBIT 1

Miami-Dade County Contract Cities 2025

	NAMES OF CONTRACT CITIES	SIGNATURE DATE	EXPIRATION DATE
1.	Bal Harbour Village	July 31, 2015	October 1, 2032
2.	Town of Bay Harbor Islands	August 10, 2015	October 1, 2035
3.	City of Coral Gables	July 20, 2015	October 1, 2035
4.	***City of Homestead***	***October 1, 2005***	***October 1, 2025***
5.	City of Miami	April 4, 2013	October 1, 2032
6.	City of Miami Beach	August 11, 2015	October 1, 2032
7.	Miami Shores Village	July 21, 2015	October 1, 2035
8.	***City of Miami Springs***	***July 30, 2015***	***October 1, 2025***
9.	***City of North Bay Village***	***May 26, 2015***	***October 1, 2025***
10.	City of North Miami	March 26, 2004	December 31, 2033
11.	City of North Miami Beach	September 25, 2015	October 1, 2035
12.	***City of South Miami***	***January 12, 2015***	***October 1, 2025***
13.	Town of Surfside	April 14, 2015	October 1, 2035
14.	City of Sweetwater	March 1, 2012	October 1, 2032
15.	***City of West Miami***	***April 21, 2005***	***October 1, 2025***

THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CONTRACT CITIES FOR USE OF THE COUNTY SOLID WASTE MANAGEMENT SYSTEM

This Interlocal Agreement ("**Agreement**") is made and entered into this _____ day of _____, 202_, by and between Miami-Dade County by and through its Board of County Commissioners ("**County**") and the _____ by and through its governing body ("**Contract City**"), to provide for use of the County Solid Waste Management System ("System"), by the **Contract City** for its residential municipal solid waste disposal and transfer needs.

BACKGROUND RECITALS

Whereas, the Miami-Dade County Board of County Commissioners (the "**Board**"), hereby finds and declares that it is necessary to the health, safety and welfare of the citizens of Miami-Dade County to provide for municipal solid waste disposal and management facilities and services; and

Whereas, the **County** desires to maximize the use of its System, extend the life of its landfills, and work towards becoming a zero-waste county; and

Whereas, the **Contract City** desires to use the County Solid Waste Management System for its municipal solid waste disposal needs (and transfer needs, as applicable), at an agreed-upon disposal fee rate (and transfer fee rate as applicable); and

Whereas, the **Contract City** desires to use the County Solid Waste Management System to satisfy concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, Florida Statutes) only as it applies to disposal capacity for municipal solid waste the **Contract City** collects for disposal and which is committed to the **County** for disposal in the County Solid Waste Management System in accordance with this **Agreement,** and actually disposed of therein; and

Whereas, the **County** and the **Contract City** desired to formalize their relationship regarding municipal solid waste disposal responsibilities consistent with the provisions of Section 403.706, Florida Statutes; and

Whereas, the **Contract City** and the **County** previously entered into an interlocal agreement for use of the System, that remains in effect to date ("**Original Agreement**"); and

Whereas, the Contract City and the County desire to amend and restate their obligations and rights with respect to the use of the System and therefore intend this Agreement to supersede the Original Agreement, and the Original Agreement will have no effect following the effective date of this Agreement; and

County Resolution No. R-
Contract City Resolution No.

Whereas, the amended agreement as stated herein shall be available to all municipalities.

NOW THEREFORE, in consideration of the foregoing premises, and the mutual considerations contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

The recital clauses are approved by the Contract City and the County and are incorporated herein by reference.

DEFINITIONS

For the purposes of this **Agreement,** the following capitalized words and phrases shall be given the following respective meanings:

Board - the Miami-Dade County Board of County Commissioners.

Change in Law - after the date of execution of this **Agreement**, (a) the adoption, promulgation, issuance, modification, or change in interpretation of any federal, state or local law, regulation, rule, requirement, ruling or ordinance, of the United States or any state or territory thereof, unless (i) such law, regulation, rule, requirement, ruling or ordinance was on or prior to such date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any governmental entity or official having jurisdiction, (provided, that it shall not constitute a Change in Law if an administrative regulation existed on the date of execution of this **Agreement** in temporary or proposed form and was treated as generally applicable to transactions of the type contemplated hereby), or (ii) compliance with such law, regulation, rule requirement, ruling or ordinance was provided for in the **Agreement**; (b) the issuance of an order and/or judgment of any governmental entity or official having jurisdiction, to the extent such order and/or judgment constitutes a reversal of a prior applicable order and/or judgment, or an overturning of prior administrative policy or judicial precedent; or (c) the suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization or approval essential to the acquisition, design, construction, equipping, start-up, operation, ownership or possession of the County Solid Waste Management System facilities or the facilities sites, to the extent such suspension, termination, interruption or failure of renewal is not caused by any action or inaction of the **County** or its contractors (provided that, for the purposes of determining whether a suspension, termination, interruption or failure of renewal was so caused, any reason or finding set forth in writing by the agency responsible for issuance of such permit, license, consent, authorization or approval shall be accorded the rebuttal presumption of accuracy), provided that no change in tax law, change to the Internal Revenue Code of 1954 effected by the Tax Reform Act of 1986 (to the extent applicable on the date of this **Agreement**), change in foreign law, change in law which adversely affects the **County's** legal rights as a licensee, grantee, owner, or user of any patent or other "know-how" in respect of proprietary technology intended to be utilized by it in

performing its obligations under this **Agreement** shall constitute a change in law for any purposes of this **Agreement**.

Compostable Materials - organic substances that can decompose into natural elements in a compost environment, typically within a specific timeframe, which process is facilitated by microorganisms such as bacteria and fungi which break down the material into nutrient-rich compost; and include but are not limited to (i) food waste, (ii) derivatives, and (iii) scraps. **Compostable Materials** shall be source separated by the **Contract Cities** and delivered to licensed facilities for processing.

Concurrency - provision of certain public facilities specified in the State of Florida Local Government Comprehensive Planning and Land Development Regulation Act ("the Act") (specifically, Chapter 163, Part II, Section 163.3180 Florida Statutes) by (a) county (ies), or (a) municipality(ies) or a combination thereof, at a specified level-of-service stated in the Capital Improvements Element of the comprehensive plan for the applicable jurisdiction(s), adopted pursuant to the Act.

Contract City or Contract Cities – a municipal corporation or corporations existing under the laws of the State of Florida, that enter into this **Agreement** with the **County**. For the purpose of this **Agreement,** the unincorporated areas of Miami-Dade County as geographically configured on February 16, 1996, shall be considered a **Contract City**. The current Contract Cities subject to the terms of this Agreement are listed in Exhibit 1 attached hereto and are made a part thereof.

Contract Rate – fee(s) for use of the County Solid Waste Management System by any person, governmental entity, corporation or partnership that has entered into an agreement with the County of ten (10) years or greater in duration for such System use, as per Implementing Order No. IO 4-68 (Schedule of all Service Levels and Fees for Miami-Dade County Solid Waste Services). The **Contract Rate** shall be applicable to the **Contract Cities**.

County – Miami-Dade County, Florida by and through its Board of County Commissioners.

County Disposal Fee - the fee charged to dispose of municipal solid waste or solid waste at County-owned disposal facilities or facilities operated under contract with the **County** for municipal solid waste or solid waste disposal.

County Owned Landfills - the North Dade Landfill (21500 NW 47th Avenue), the South Dade Landfill (23707 SW 97th Avenue), and any other landfill or similar solid waste management facility that accepts disposal of **MSW** owned by or operated under contract with the **County**, or hereafter acquired by the **County**.

County Solid Waste Management System ("System") - The aggregate of those solid waste management facilities owned by or operated under contract with Miami-Dade County which shall include the North Dade Landfill (21500 NW 47th Avenue); South Dade Landfill (23707

SW 97th Avenue); Waste Management's Medley Landfill, Medley, Florida (9350 NW 89th Avenue); Northeast Transfer Station (18701 NE 6th Avenue); Central Transfer Station (1150 NW 20th Street); West Transfer Station (2900 SW 72nd Avenue); and other such facilities as may be added to or deleted from this listing from time to time, by the County Mayor or his/her designee at his/her sole discretion. Such additions or deletions may be made by (i) providing advance written notice to the **Contract Cities** in accordance with Article 12 (Notice), at least sixty (60) days prior to the scheduled deletion of facilities to the **System**; and (ii) use of an attachment hereto without need for formal amendment to this **Agreement**.

Director - the Director of the Solid Waste Management Department or his/her designee.

Disposal Capacity –The available airspace capacity at the County Owned Landfills, as calculated based on permit requirements and limitations, as may be amended from time to time, less the capacity utilized.

Disposal Fee - the fee charged to dispose of municipal solid waste at **County Solid Waste Management System** disposal facilities.

Exclusive Franchise or License - (a) contract(s) between a **Contract City** and a (limited number of) third party contractor(s) for the right and privilege to collect municipal solid waste or solid waste from either residential units or commercial establishments, or both residential units and commercial establishments, within (a) designated service area(s) under the terms of which the contractor(s) pay(s) the **Contract City** a fee.

Fiscal Year - the period beginning October 1st of each year and ending September 30th of the subsequent year.

Force Majeure - an act of God, epidemic, lightning, earthquake, fire, explosion, storm, tornado, hurricane, flood or similar occurrence, strike, and act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this **Agreement**, which by the exercise of due diligence the party relying thereon as justification for not performing any obligation under this **Agreement** shall not have been able to avoid, and which is not the result of a willful or negligent action or omission of such party.

Municipal Solid Waste ("**MSW**") – all discarded materials or substances, exclusive of source-separated recyclable materials and **Compostable Materials**, which the **Contract City** collects for disposal or is collected for it by third parties under contract with the **Contract City** for disposal including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in

gaseous form. This definition is not intended to include any waste collected by any entity whose sole relationship with the Contract City is a franchise or license and which entity does not collect any waste on behalf of the Contract City. In addition, this definition is not intended to include waste collected at any city owned facility.

Non-Contract Disposal – fee(s) for use of the County Solid Waste Management System by any person, governmental entity, corporation or partnership that has not entered into an agreement with the **County** of ten (10) years or greater in duration for such System use, as per Implementing Order No. IO 4-68 (Schedule of all Service Levels and Fees for Miami-Dade County Solid Waste Services).

Non-Contract Disposal Fee (per ton) **-** the higher fee(s) paid by private haulers or municipalities for Non-Contract Disposal of solid waste in the County Solid Waste Management System.

Non-Exclusive Franchise or License - a regulatory program under which an unlimited number of solid waste haulers are given the right and privilege to collect solid waste from either residential units or commercial establishments, or both residential units and commercial establishments, under the terms of which each hauler pays the **Contract City** a fee.

Solid Waste – all discarded materials or substances, exclusive of source-separated recyclable materials, including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form, which materials or substances are not collected by or on behalf of a **Contract City**.

Source-Separated Recyclable Materials - materials separated from municipal solid waste or solid waste at their source of generation which are set-out for collection at their source of generation. Such materials shall be limited to: clean yard trash, aseptic and gable-top containers, corrugated cardboard, construction and demolition debris, electronic waste, magazines, mixed waste paper, newspapers, telephone books, textile waste, household batteries, glass containers, plastic containers, steel cans and aluminum cans, and other source-separated recyclable materials as may be approved for addition to this listing from time to time by the County Mayor or his/her designee, which approval shall not be unreasonably withheld; such additions may be made by use of an attachment hereto without need for formal amendment to this **Agreement.**

Transfer Fee - the fee charged to transfer municipal solid waste or solid waste from County Solid Waste Management System transfer stations to County Solid Waste Management System disposal facilities.

ARTICLE 1
CONSTRUCTION OF INTERLOCAL AGREEMENT

The word "shall" as used in this **Agreement** shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

ARTICLE 2
RESPONSIBILITIES OF THE COUNTY

A. **Provision of Disposal Capacity.** The **County** shall provide MSW disposal capacity (and transfer, as applicable) for the MSW which each **Contract City** collects or is collected for it for disposal and which is committed to the **County** for disposal in the **County Solid Waste Management System** in accordance with this **Agreement**. The provision of MSW disposal services under this **Agreement** shall comply with all applicable state and federal laws.

B. **Disposal Capacity for Concurrency.** The **County** shall maintain sufficient **MSW** disposal capacity to comply with Concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, Florida Statutes) only as it applies to **MSW** disposal capacity for the **MSW** which the **Contract City** collects or is collected for it for disposal and which is committed to the **County** for disposal in accordance with this **Agreement**, and actually disposed of therein.

C. **Standardization of Agreement.** The terms of this **Agreement** shall be substantially the same for all Contract Cities.

ARTICLE 3
RESPONSIBILITIES OF THE CONTRACT CITY

A. **Delivery of MSW to County. The Contract City** shall deliver all the MSW it collects or is collected for the City for disposal, to a County Solid Waste Management System facility(ies) at Disposal Fee rates as specified herein. Delivery of MSW by **Contract City** to the Waste Management Inc. of Florida landfill in Medley, Florida ("Medley") shall be permitted, at **Contract Rates**, for the term of this **Agreement**; provided that, (1) the **County's** agreement with Waste Management Inc. of Florida, dated September 4, 2024 (or date executed), is in effect, (2) the Medley landfill is accepting **MSW** for disposal, and (3) **MSW** from (a) **Contract City(ies)** is not needed at the **System**, as determined by the **Director**, in his/her sole discretion.

The Director may identify particular facilities to which the **Contract City** shall deliver its **MSW** subject to the following:

(i) The **Contract City** may deliver its **MSW** to a **County** transfer facility(ies) if the applicable transfer fee is paid to the **County**.

(ii) At no time during the term of this **Agreement** shall a **Contract City** be required to deliver **MSW** to a **County** transfer facility unless the **Transfer Fee** is waived during the period of such **County** requirement of delivery to a transfer station.

(iii) The **Contract City** shall not be directed to deliver its MSW to a disposal facility which is farther from the **Contract City's** boundaries than the closest **County**-owned disposal facility.

(iv) The **Contract City** shall not be directed to deliver its MSW to a transfer facility which is farther from the **Contract City's** boundaries than the closest county-owned transfer facility. In no case shall the **Contract City** be required to deliver its MSW to a County Solid Waste Management System facility which is farther than twenty (20) miles from the **Contract City**'s nearest boundary in order to take full advantage of it rights under this **Agreement.**

B. **Use of Other Facilities Prohibited.** The **Contract City** shall not deliver any **MSW** it collects or is collected for the **Contract City** for disposal to a solid waste disposal or transfer facility other than a **County Solid Waste Management System** facility for the term of this **Agreement**. The **Contract City** shall not deliver any residential MSW it collects or is collected for the **Contract City**, to a materials recovery or recycling facility for the term of this **Agreement**.

Notwithstanding the foregoing**,** in the event that the **County** approves an operating permit for a solid waste disposal or transfer facility located within Miami-Dade County:

Other than:

(i) A facility that is a part of the **County Solid Waste Management System**; or

(ii) A facility that is used exclusively to facilitate the delivery of **MSW** to **County Solid Waste Management System** facilities; or

(iii) A facility that is subject to a solid waste disposal agreement with the **County**, which agreement shall not allow acceptance of third-party waste either by agreement or regulation; or

Then in that case:

the **Contract City** shall have the option to either pursue a permit for operation of a solid waste disposal or transfer facility for all or a portion of its **MSW** disposal needs or deliver all or a portion of its **MSW** to the permitted solid waste disposal or transfer facility(ies) that meets

the criteria established herein, provided however that any portion of the **Contract City's MSW** that is not so disposed must continue to be delivered to the **County** pursuant to the terms of this **Agreement**.

C. **Hauler Contracts.** The **Contract City** shall include in any **MSW** collection contracts with **Solid Waste** haulers, or amendments to such contracts, which it executes, renews or extends after the date of this **Agreement,** a provision that all **MSW** collected for the **Contract City** shall be delivered to a **County Solid Waste Management System** facility for disposal. This provision shall apply to exclusive franchise or license agreements with **Solid Waste** haulers to collect **MSW** on the **Contract City's** behalf. This provision shall not apply to a non-exclusive franchise or license to haul **Solid Waste** that is not collected on the **Contract City's** behalf.

D. **Disposal and Transfer Fees.** The **Contract City** shall pay a **Disposal Fee** (and a **Transfer Fee**, as applicable) for each ton of **MSW** delivered to the **County Solid Waste Management System** for disposal. As of October 1, 2025, the **Contract City** shall pay a **Disposal Fee** of seventy-six dollars and twelve cents ($76.12) per ton to the **County** for disposal of **MSW** delivered to **County Solid Waste Management System** facilities. This **Disposal Fee** shall be established by separate administrative/implementing order, and effective upon **Board** approval. As applicable, as of October 1, 2025, the **Contract City** shall pay a **Transfer Fee** of sixteen dollars and sixty-six cents ($16.66) per ton to the **County** for transfer of **MSW** delivered to **County Solid Waste Management System** transfer facilities. This **Transfer Fee** shall be established by separate administrative/implementing order, and effective upon Board approval. The **Disposal Fee** and **Transfer Fee** may be increased or decreased for inflation or deflation beginning on October 1st, of each Fiscal Year ("**Fiscal Year**" or "**FY**"), relative to increases or decreases in the U.S. Government Consumer Price Index for All Urban Consumers for the Southeast Region of the United States ("CPI") for the prior period of July 1st through June 30th._Such CPI increases or decreases shall be capped at four percent (4%) per year for the term of this **Agreement.** In the event that the actual CPI increase exceeds the four percent (4%) cap in a given **Fiscal Year**, the amount of CPI increase above the four percent (4%) cap shall be applied to CPI increases or decreases in future years when the CPI increase, or decrease is less than four percent (4%).

The **Disposal Fee** and **Transfer Fee** shall not otherwise increase, unless as required by **Change in Law**, as defined herein, which may occur at any time during the term of this **Agreement.** The **County** shall notify the **Contract City** of proposed **Disposal Fee** and **Transfer Fee** adjustments on the basis of a **Change in Law**, by providing written notice of each adjustment to the **Contract Cities** in accordance with Article 12 (Notice), at least ninety (90) days prior to the scheduled adjustment to the **Disposal Fee** and/or **Transfer Fee**, with supporting documentation substantiating the **Change in Law**. The **Disposal Fee** or **Transfer Fee** increase based on **Change in Law** shall fully compensate the **County** for its increased costs. Each **Contract City** shall pay prevailing disposal fees for waste materials for which the **County** charges other than the **Disposal Fee** for the entire term of this **Agreement,** including, without limitation, tires and asbestos, if provided to the **County** for disposal.

The existing **Disposal Fee** takes into consideration the current **Disposal Capacity** at the **County Owned Landfills**. Given the limited capacity at the **County Owned Landfills**, the **Disposal Fee** may be subject to increase upon the full depletion of available **Disposal Capacity**. The **County** shall deliver an annual report to the **Contract Cities** providing the current and available **Disposal Capacity**, the amount of **Disposal Capacity** utilized in the preceding fiscal year, and the projected time remaining until the **Disposal Capacity** is fully depleted (the "**Disposal Capacity Report**"). The **Disposal Capacity Report** shall be provided by the **County** to the **Contract Cities** no later than September 30th of each year in accordance with Article 12 (Notice). **Contract Cities** shall receive at least ninety (90) days written notice of such **Disposal Fee** increase based upon the depletion of available **Disposal Capacity**. Any **Contract City** shall have the right to terminate this **Agreement**, at its sole option, based on any increase to the **Disposal Fee** that exceeds forty percent (40%), by providing written notice to the **County** in accordance with Article 12 (Notice) within ninety (90) days of receiving the **Disposal Fee** increase.

E. **Terms of Payment**. The **County** shall invoice the **Contract City** for **Disposal Fees**, based on **County** weighing records, by means of First-Class U.S. Mail, within five (5) days of the last day of each month, commencing in the first month after the effective date of this **Agreement,** and continuing monthly thereafter for the term of this **Agreement.** In accordance with Section 218.74(2), Florida Statutes, as amended from time to time, payment of **Disposal Fees** owed to the **County** shall be due from, and payment shall be made by, **the Contract City** forty-five (45) days from the date of receipt of the **County's** monthly invoice.

F. **Dispute on Invoicing**. In the event of a dispute on invoicing, the **Contract City** shall first pay the full amount of the disputed charges when due and shall, within thirty (30) days from the date of receipt of the disputed invoice, give written notice of the disputed invoice to the **County**. The notice of dispute shall identify the disputed invoice, state the amount in dispute and set forth a full statement of grounds on which such dispute is based. The County Mayor or his/her designee shall confer with the **Contract City** and the County Mayor or his/her designee shall resolve the dispute not later than sixty (60) days after the date upon which the disputed invoice was received. Should the **Contract City** disagree with the determination of the County Mayor or his/her designee, it may pursue any remedy at law except withholding payment.

G. **Waste Diversion.** The **County** shall have the option to engage and collaborate with the **Contract City** to achieve the goal of reducing the total amount of **MSW** generated within the **Contract City**. Engagement and collaboration with the **Contract City** include but is not limited to public education campaigns, outreach efforts, and waste analyses. The **Contract City** shall provide a good faith effort in engaging and collaborating if the **County** exercises this option.

ARTICLE 4
WEIGHING RECORDS

The **County** shall cause all **County Solid Waste Management System** facilities to operate and maintain motor truck scales calibrated to the accuracy required by Florida law and to weigh all vehicles delivering **MSW**. Each vehicle delivering **MSW** from the **Contract City,** or its contract hauler, shall have its tare weight and cubic yard capacity permanently and conspicuously displayed on the exterior of the vehicle. The **County** or its contractor may, from time to time, require revalidation of the tare weight of any vehicle. The **Contract City** shall provide the **County** with information about each private hauler delivering **MSW** on its behalf to include: name and address, make, body type and motor vehicle registration number of each vehicle used for such purpose. All such haulers shall have and maintain a valid **County** solid waste hauler permit in accordance with Section 15-17 of the Code of Miami-Dade County ("**Code**"), as amended from time to time.

The **County** will supply the **Contract City** with monthly weighing records as may be reasonably required by the **Contract City** to administer its waste collection program. Copies of all transaction tickets will be maintained by the **County** for at least two (2) years. If weighing scales are inoperable or are being tested, the facility operator shall estimate the quantity of **MSW** delivered using a schedule of estimated waste material weights in accordance with Section 15-25, subsections (b) and (d) of the Code, as amended from time to time. The estimates shall take the place of actual weighing records, when the scales are not operational. The **County** shall use reasonable efforts to maintain the scales in an operable and accurate weighing condition.

ARTICLE 5
SHORT-TERM DISPOSAL

The **Contract City** agrees that the **County Solid Waste Management System** may accept **Solid Waste** on a **Non-Contract Disposal** basis from private or municipal haulers, so long as the capacity to receive **MSW** delivered on behalf of the **Contract City** is not impaired, and provided that such haulers shall pay (a) **Non-Contract Disposal Fee(s)** of at least ten percent (10%) above that charged to **Contract Cites.** The (a) **Non-Contract Disposal Fee(s)** shall be established by separate administrative/implementing order, and effective upon **Board** approval**.** All **Disposal Fee** revenues generated pursuant to this **Agreement** shall be used to pay **County Solid Waste Management System** costs. This provision shall not inhibit the **County** from entering into agreements with private haulers for delivery of **Solid Waste** to **County** disposal facilities (with the exception of agreements for delivery of **Solid Waste** collected by (a) private hauler(s) under contract with any municipality that is not a party to this **Agreement,** which shall be prohibited), the minimum duration of which shall be ten (10) years, provided that the **County** shall not offer (a) **Disposal Fee(s)** less than that agreed to herein by the **Contract City** to any private hauler for the term of this **Agreement**.

ARTICLE 6
RELATIONSHIPS OF THE PARTIES

Nothing in this **Agreement** shall be deemed to constitute any party a partner, agent or local representative of the other party or to create any type of fiduciary responsibility of any kind whatsoever between the parties. The obligations to this **Agreement** are not joint; the obligations are separate and several between the **Contract City** and **County**.

ARTICLE 7
HEADINGS

Captions and headings in this **Agreement** are for ease of reference only and do not constitute a part of this **Agreement** and shall not affect the meaning or interpretation of any provisions herein.

ARTICLE 8
DURATION OF AGREEMENT

The term of **MSW** deliveries by the **Contract Cities** to the **County** under this **Agreement** shall commence with the date of execution and shall remain in effect up to and including December 31, 2045. This **Agreement** supersedes and replaces the **Original Agreement** entered into on _____ and shall govern all of the disposal in the **Contract Cities** as listed in Exhibit 1 attached hereto and made a part hereof during the term of the Agreement. The **Agreement** shall be executed and approved by resolution of the **Contract City's** governing body and shall become effective upon execution by the **County**. A copy of the resolution of approval shall be transmitted to the County Mayor within five (5) days following the date of each **Contract City's** approval.

ARTICLE 9
AGREEMENT GOVERNS; ENTIRE AGREEMENT

This **Agreement** shall govern and supersede any other interlocal agreement between the **Contract City** and the **County** with regard to use of the **County Solid Waste Management System**. This writing embodies the entire **Agreement** and understanding between the parties hereto, and there are no other agreements or understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

ARTICLE 10
REPRESENTATIONS OF THE COUNTY

The **County** represents that (A) this **Agreement** has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the **County**, and (B) it has the required power and authority to perform this **Agreement**.

ARTICLE 11
REPRESENTATIONS OF THE CONTRACT CITY

The **Contract City** represents that (A) this **Agreement** has been duly authorized, executed and delivered by the governing body of the **Contract City**, and (B) it has the required power and authority to perform this **Agreement.**

ARTICLE 12
APPROVALS AND NOTICES

All notices, consents and other communications required, permitted or otherwise delivered under this **Agreement** shall be in writing and be delivered either by hand with proof of delivery or mailed by first class United States certified or registered mail, with return receipt requested, postage prepaid, and in any case shall be addressed as follows:

To County -
Miami-Dade County
Office of the Mayor
Stephen P. Clark Center
111 NW 1st Street
Miami, Florida 33128

To Contract City -

Attention:

Changes in the respective addresses above may be made from time to time by either party by notice to the other party. Notices and consents given by mail in accordance with this section shall be deemed to have been given five (5) business days after the day of dispatch, notices and consents given by any other means shall be deemed to have been given when received.

County Resolution No. R-
Contract City Resolution No.

ARTICLE 13
AMENDMENT TO AGREEMENT

This **Agreement** may be modified, altered or amended only by a written amendment duly executed by the parties hereto, and approved by the governing body of each party. Any oral representations or modifications concerning this **Agreement** shall be of no force or effect.

ARTICLE 14
NON-ASSIGNMENT

In no case shall the **Contract City** assign, transfer, convey or otherwise hypothecate any interest, rights, duties, or obligations hereunder, or any part thereof. In the event that a **Contract City** attempts to assign, transfer, convey or otherwise hypothecate this **Agreement** or the **Contract City's** rights, duties or obligations hereunder, or any part thereof, the **County** may at its option, terminate this **Agreement** with respect to the **Contract City**.

ARTICLE 15
RIGHTS OF OTHERS

Nothing in this **Agreement**, either express or implied is intended to confer upon any person or third parties, other than the parties hereto, any rights or remedies under or by reason of this **Agreement**.

ARTICLE 16
WAIVER

There shall be no waiver of any right related to this **Agreement** unless that such waiver is in writing signed by the party waiving such right. No delay or failure to exercise a right under this **Agreement** shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular rights waived and shall not be deemed a waiver of the same right at a later time of any other right under this **Agreement**.

ARTICLE 17
FORCE MAJEURE

Neither party hereto shall be liable for its failure to carry out its obligations under this **Agreement** during any period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligations of the party relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. It is further agreed and stipulated that the right of any party hereto to excuse its

failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party, written notice of its assertion that a Force Majeure delay has commenced within five (5) working days after such commencement. If there exists good cause for failure to give such notice, such failure shall not prejudice any party's right to justify any non-performance as caused by Force Majeure, unless the failure to give timely notice causes material prejudice to the other party.

ARTICLE 18
COUNTY EVENT OF DEFAULT

The failure by the **County** to substantially fulfill any of its material obligations in accordance with this **Agreement,** unless excuses are justified by Force Majeure, shall constitute a County event of default ("**County Default**"). If a **County Default** should occur, the **Contract City** shall have all of the following rights and remedies which each may exercise singly or in combination: 1. the right to declare that this **Agreement,** together with all rights granted to the **County**, hereunder are terminated, effective upon such date as is designated by the **Contract City**; 2. any and all other rights provided under federal laws and the laws of the State of Florida; and 3. in any event, the **County** shall maintain responsibility for any debts owed to the **Contract City** for services provided under the terms of this **Agreement**. Notwithstanding any other provision of this article, the **Contract City** shall not terminate this **Agreement** for a **County Default** unless the **Contract City** first give(s) the **County** written notice of intent to terminate specifying the alleged default, and providing the **County** a period of sixty (60) days from receipt of notice within which to cure such default.

ARTICLE 19
CONTRACT CITY EVENT OF DEFAULT

Without limitation, the failure by the **Contract City** to substantially fulfill any of its material obligations in accordance with this **Agreement**, unless excuses are justified by Force Majeure, shall constitute a **Contract City** event of default ("**Contract City Default**"). If a **Contract City Default** should occur, the **County** shall have all of the following rights and remedies which it may exercise singly or in combination: 1. the right to declare that all rights granted to the **Contract City** hereunder are terminated, effective upon such date as is designated by the **County**; 2. any and all rights provided under federal laws and the laws of the State of Florida; and 3. in any event, the **Contract City** shall maintain responsibility for any debts owed to the **County** for services provided under the terms of this **Agreement**. Notwithstanding any other provision of this article, the **County** shall not terminate this **Agreement** for a **Contract City Default** unless the **County** first gives the **Contract City** written notice of intent to terminate specifying the alleged default, and providing the **Contract City** a period of sixty (60) days from receipt of notice within which to cure such default.

ARTICLE 20
FLORIDA LAW GOVERNS; VENUE IN MIAMI-DADE COUNTY, FLORIDA

This **Agreement**, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

ARTICLE 21
TERMINATION

This **Agreement** may be terminated upon mutual consent, in writing, between the **Contract City** and the **County**. This **Agreement** may also be terminated by a **Contract City** based on increases in the **Disposal Fee** in accordance with Article 3(D).

ARTICLE 22
COUNTERPARTS

This **Agreement** may be executed in one or more counterpart(s), each of which shall be deemed an original.

ARTICLE 23
INVALIDITY OF PROVISIONS

Should any provision, paragraph, sentence, word or phrase contained in this **Agreement** be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and this **Agreement** shall remain in full force and effect.

ARTICLE 24
EXAMINATION AND AUDITS

The **County**, or its duly authorized representatives and governmental agencies, and **Contract City**, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the books, documents, papers and records, including contractors, and subcontractors and suppliers which apply to all matters of this Agreement. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement. The **County** and **Contract Cities**, and their contractors and subcontractors, must make available, upon request of the other party, or any of their duly authorized representatives, any books, documents, papers, information, data, reports, and records of the applicable party or its assigns, contractors or subcontractors,

which are directly pertinent to this **Agreement** for the purpose of making audit, examination, excerpts, and transcriptions.

ARTICLE 25
FLORIDA PUBLIC RECORDS LAW; ACCESS TO RECORDS

This **Agreement** shall be subject to the stipulations of the public records laws of the State of Florida, Chapter 119, Florida Statutes (the "**Public Records Laws**"). The **County** and **Contract Cities** shall comply with the **Public Records Laws**, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the **County** or **Contract Cities** would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the **County** or **Contract City**, all public records in possession of contractors and subcontractors upon termination of the **Agreement** and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the other party, in a format that is compatible with the information technology systems of the requesting party. The **County** and **Contract Cities** shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of the term of this **Agreement**. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this **Agreement** and shall be enforced in accordance with the terms and conditions of the **Agreement**.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this **Agreement** to be executed in its name by the County Mayor or his/her designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the **Contract City** has caused this **Agreement** to be executed in its name by the _____ of the **Contract City** or his/her designee, attested by the Clerk of the **Contract City's** governing body and has caused the seal of the **Contract City's** governing body to be hereto attached, all on the day and year first written above.

Attest: JUAN FERNANDEZ-BARQUIN,
Clerk of the Board

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
County Mayor
Miami-Dade County Florida
111 NW 1st Street, 29th Floor
Miami, FL 33128

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY BY:
Miami-Dade County Attorney's Office
111 NW 1st Street
Suite 2800
Miami, FL 33128

_____
Assistant County Attorney

County Resolution No. R-
Contract City Resolution No.

CONTRACT CITY

_____,
a Florida Municipal Corporation

ATTEST: By:

_____ _____
Title:

This day of _____, 20_

_____

[corporate seal]

APPROVED AS TO INSURANCE REQUIREMENTS:

APPROVED AS TO FORM AND CORRECTNESS:

County Resolution No. R-
Contract City Resolution No.

ITEM NO. 11.C

North Bay Village
Recommendation Memorandum

DATE: December 16, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CALVIN, GIORDANO, & ASSOCIATES, INC. FOR GENERAL PLANNING SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission extend the professional services agreement through January 2027.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's consideration and approval to extend a Professional Services Agreement with Calvin, Giordano & Associates for general planning services.

In late 2019, the Village issued Request for Qualification #2019-004 to solicit proposals from professional firms to provide planning services. Subsequently, on January 14, 2020, the Village awarded Calvin, Giordano, and Associates a contract for professional services. The Term of the agreement was for three years with the option to renew for two additional one-year period.

On July 15, 2025, the Village Commission approve the first amendment to the Professional Service Agreement modifying the compensation schedule for planning services and the term date to January 15, 2026.

The scope of work under the existing agreement provides for a wide range of planning services, including but not limited to:

* Review of Planning and Zoning Applications: Assessing and providing recommendations on various applications related to land use, zoning changes, and development applications within

the Village.

* Responding to Land Development Activities: Providing guidance and responses to land development projects, ensuring compliance with Village Code and community plans.

* Overseeing the Development and Maintenance of Land Use and Zoning Maps: Maintaining accurate and up-to-date maps required by local and state agencies and ensuring that the zoning regulations reflect current and future land uses within the Village.

* Oversee the Comprehensive Plan: Reviewing and updating the Village's Comprehensive Plan as necessary, ensuring that it aligns with long-term growth goals, state requirements, and community needs.

CGA has agreed to continue with the same fee scheduled through January 1, 2027, prior to that term, the Commission can consider revising the fee schedule.

It is recommended that the Village Commission approve a second amendment to the Professional Service Agreement with Calvin Giordano and Associates for general planning services.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
GL#001-19-519-3160 for Village PlannerGL Line-Item Number: 001-19-519-3160
Total Budget Allocated: $304,750.00
Encumbered Amount: 0
Requested Amount: $122,500.00
Remaining Balance: $182,500.00

FY 2025 Annual Budget $122,500; Monthly $10,208.

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Approving Second Amendment For CGA Contract Extension.DOCX
Exhibit A-CGA 2nd Amendment to PSA for General Planning Services-12-07-2025.DOCX
Existing PSA CGA - Planning Services Agreement.pdf
2025.07.15 - -CGA PSA. Amendment - Planning Services.pdf
Exhibit 1A - Fee Schedule Effective 20250101.pdf

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CALVIN, GIORDANO, & ASSOCIATES, INC. FOR GENERAL PLANNING SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 14, 2020, the North Bay Village (the "Village") Commission adopted Resolution No. 2020-026 awarding an agreement to Calvin, Giordano, & Associates, Inc. (the "Consultant") for general planning services (the "Services") pursuant to Request for Qualifications No. 2019-004 (the "RFQ"); and

WHEREAS, on March 18, 2020, the Village and the Consultant entered into a Professional Services Agreement (the "Agreement") to perform the Services, which services include acting as a technical resource for Village Staff for project specific (including cost recovery assignments) or general planning support for day-to-day operations of the Planning and Zoning Division assigned on a work-order basis; and

WHEREAS, in accordance with Section 2.17 of the RFQ, the initial term of the Agreement awarded commenced on March 17, 2020, and continued for a period of three years, including two additional one-year option terms (the "Initial Term"), and thereafter expired on March 17, 2025; and

WHEREAS, at the July 15, 2025 Commission meeting, the Commission discussed and approved an Amendment to the Agreement to provide for an additional six month period at re-negotiated rates as set forth in the Amendment (the "First Amendment"); and

WHEREAS, to ensure continuity of the Services and avoid disruption of ongoing projects or day-to-day operations, the Village Manager recommends extending the Agreement with the Consultant upon the same terms and conditions through January 1, 2027 (the "New Term"), as the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, Section 36.25(L) of the Village Code provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, the Village Commission finds that the process of competitive bidding and proposals for the continuation of the Services is not in the best interest of the Village; and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission finds that it is in the Village's best interest to approve an amendment to the Agreement with the Consultant for continued Services in substantially the form attached hereto as Exhibit "A" (the "Second Amendment") and authorize the Village Manager to execute the Amendment; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission hereby approves the Second Amendment with the Consultant for the Services in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Second Amendment, in substantially the form attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content and legal sufficiency, and to take any action which is reasonably necessary to implement the intent and purpose of this Resolution, including the expenditure of budgeted funds.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of _____, 2025.

Rachel Streitfeld, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
CALVIN, GIORDANO, & ASSOCIATES, INC.
FOR PLANNING SERVICES

THIS SECOND AMENDMENT to the Professional Services Agreement dated March 18, 2020 (the "Amendment") is entered into as of the ____ day of _____ 2025 (the "Effective Date of this Amendment"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **CALVIN, GIORDANO, & ASSOCIATES, INC.**, a Florida corporation (hereinafter, the "Consultant"). Collectively, the Village and the Consultant are referred to as "Parties."

WHEREAS, on January 14, 2020, the North Bay Village (the "Village") Commission adopted Resolution No. 2020-026 awarding an agreement to Calvin, Giordano, & Associates, Inc. (the "Consultant") for planning services (the "Services") pursuant to Request for Qualifications No. 2019-004 (the "RFQ"); and

WHEREAS, on March 18, 2020, the Village and the Consultant entered into a Professional Services Agreement to perform the Services for a period of three years with two additional one year periods at negotiated rates (the "Agreement"), incorporated herein by reference; and

WHEREAS, in accordance with Section 2.17 of the RFQ, the initial term of the Agreement awarded commenced on March 17, 2020, and continued for a period of three years, including two additional one-year option terms (the "Initial Term"), and thereafter expired on March 17, 2025; and

WHEREAS, at the July 15, 2025 Commission meeting, the Village Commission discussed and approved an Amendment to the Agreement to provide for an additional six month period at re-negotiated rates as set forth in the Amendment (the "First Amendment"); and

WHEREAS, on December 16, 2025, the Village Commission approved an extension to the Agreement upon the same terms and conditions through January 1, 2027 (the "New Term"); and

WHEREAS, the Village and Consultant wish to modify the term of the Agreement to provide for the New Term, in accordance with the terms and conditions set forth in this Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Village and Consultant agree as follows:[1]

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.

2. **Term/Commencement Date.** Section 2.1 of the Agreement, along with any reference to the term of the Agreement contained in Section 2.4 of the RFQ, is hereby amended and superseded in its entirety and replaced with the following:

> The term of this Agreement shall commence on January 15, 2026, and shall continue through January 1, 2027, unless terminated earlier in accordance with the Agreement.

3. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control.

4. **Agreement Ratified**. Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

5. **Defined Terms**. All initial capitalized terms used in this Amendment but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

6. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this Amendment shall have the same force and effect as an original hereof.

[Remainder of page intentionally left blank.
Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed the day and year as first stated above.

NORTH BAY VILLAGE

By: _____
Frank Rollason
Village Manager

Attest:

By: _____
Alba L. Chang
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
North Bay Village
Attn: Frank Rollason, Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
villagemanager@nbvillage.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

CONSULTANT

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:

_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:

_____
_____
_____
_____
_____(telephone)
_____(email)

PROFESSIONAL SERVICES AGREEMENT BETWEEN
NORTH BAY VILLAGE
AND
CALVIN, GIORDANO & ASSOCIATES, INC.
FOR
PLANNING SERVICES

THIS AGREEMENT is made between **CALVIN, GIORDANO & ASSOCIATES, INC.**, an active, for-profit Florida corporation (hereinafter the "Consultant"), and **NORTH BAY VILLAGE**, a Florida municipal corporation, (hereinafter the "Village"). Consultant and Village may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, pursuant to the Completive Consultant Negotiation Act, the Village issued Request for Qualifications No. 2019-004 for General Planning Consulting Services Consultants (the "RFQ") to fulfill the day to day operation planning needs of the Village, as well as handle specific planning projects that might arise from time to time; and

WHEREAS, Consultant duly submitted a timely response, was ranked one of the top firms, and was awarded the RFQ by the Village Commission during its January Regular Commission; and

WHEREAS, the Village and Consultant, through mutual negotiation, have agreed on the terms and conditions in this Agreement for the provision of Planning Services.

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Consultant and the Village agree as follows.

1. **Scope of Services/Deliverables.**

1.1 The Consultant shall furnish the Planning Services to the Village as set forth in Exhibit "A," "CGA Proposal," dated January 22, 2020, which is attached to this Agreement and incorporated herein and made a part hereof by this reference.

1.2 The Parties recognize that, while the Scope of Services does not have a specified schedule, the on-going nature of day-to-day Planning Services will have frequent and regular schedules and timelines by which both the

Village and Consultant must abide as required by applicable state law and Village Code.

2. **Term/Commencement Date.**

2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect until the conclusion of the Planning Services, unless earlier terminated in accordance with Paragraph 8.

3. **Compensation and Payment.**

3.1 The Village shall pay to Consultant, and Consultant shall be entitled to be paid, a fee, invoiced and payable on a monthly basis, based on the time spent on Village work pursuant to the values in the CGA Proposal. Additional work performed beyond the scope of services in the CGA Proposal ("Additional Work") requires the consent of the Village Manager. Any additional work performed without the Manager's consent shall not be compensable.

3.2 Consultant shall invoice the Village for all services rendered, and the Village shall remit payment to Consultant on a monthly basis. Invoices shall identify the services completed and the amount charged. The Village shall otherwise pay Consultant in accordance with the Florida Prompt Payment Act.

3.3 Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the initial Scope of Services. Consultant shall estimate, and obtain approval from the Village Manager prior to incurring, any expenses that may be incurred for Additional Work.

3.3 If a dispute should occur regarding an invoice submitted, the Village Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the Village Manager whose decision shall be final.

4. **Sub-Consultants.**

4.1 The Consultant shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Project.

4.2 Any subcontractors used on Village work must have the prior written approval of the Village Manager or his designee.

5. **Village's Responsibilities.**

5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the Village.

5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform the Planning Services as may be requested in writing by the Consultant (if applicable).

6. **Consultant's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Planning Services as is ordinarily provided by a professional Consultant under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the Village Manager, the Consultant shall at Consultants sole expense, immediately correct the work. The Village in no way assumes or shares any responsibility or liability of the Consultant or Sub Consultant under this agreement.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any Village related matter.

8. **Termination.**

8.1 The Village Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant, or immediately with cause. Cause for purposes of this Agreement shall be defined as: a material breach of this Agreement which Consultant fails to cure within five (5) days of receiving notice from the Village of such breach; a failure on the part of Consultant to adhere to the Village's reasonable requests regarding the objectives of this Agreement; and/or any act or omission of

Consultant that constitutes a violation of Federal, State, County, or Village law, or an act of moral turpitude.

8.2 Upon receipt of the Village's written notice of termination, Consultant shall stop work on the Project.

8.3 In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the Village, in a hard copy and electronic format specified by the Village within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

8.5 If the Consultant wishes to terminate this Agreement, it must provide the Village with ninety (90) days written notice. Failure to provide the Village with such days written notice may result in the Consultant being unable to do business with the Village in the future.

9. **Insurance.**

9.1 The Consultant shall secure and maintain throughout the duration of this Agreement medical and/or commercial insurance of such type and in such amounts as required for Consultant to operate its business.

9.2 The Village may require proof of the aforementioned insurance prior to the commencement of the Services. The Village further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification**.

12.1 Consultant shall defend, indemnify, and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or neglect of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or neglectt of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2 The provisions of this section shall survive termination of this Agreement.

12.3 Ten dollars ($10) of the payments made by the Village constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Consultant.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village:	Ralph Rosado, PhD, AICP Village Manager North Bay Village 1666 Kennedy Causeway, 3rd Floor North Bay Village, FL 33141
With a Copy to:	Daniel A Espino, Esq. Weiss Serota Helfman Cole & Biermam, P.L. 2525 Ponce De Leon Boulevard, 7th Floor Coral Gables, FL 33134
For The Consultant:	Sarah Sinatra Gould Prinicipal Calvin Giordano & Associates, Inc. 1800 Eller Drive, Suite 600 Fort Lauderdale, FL 33316

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15.3 Any terms and provisions of the CGA Proposal beyond the scope and cost of services shall supplement the terms herein and be applicable to the Parties, only to the extent that such terms do no contradict the terms of this Agreement.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the Village under this Agreement shall be the property of the Village.

16.2 In addition to other contract requirements provided by law, Consultant shall:

16.2.1 Keep and maintain public records that ordinarily and necessarily would be required by the Village in order to perform the service;

16.2.2 Upon request from the Village's custodian of public records, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.

16.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Village.

16.2.4 Upon completion of the contract, transfer, at no cost, to the Village all public records in possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

16.3 The Village may cancel this Agreement for refusal by the Consultant to allow access by the Village Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Representations and Warranties of Consultant.**

20.1 Consultant hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

20.1.1 Consultant, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

20.1.2 Consultant is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;

20.1.3 The execution, delivery and performance of this Agreement by Consultant has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is

required to render this Agreement a valid and binding instrument enforceable against Consultant in accordance with its terms; and

20.1.4 Consultant has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

21. **Compliance with Laws.**

21.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

22. **Non-collusion.**

22.1 Consultant certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the Village for the Services and has not colluded with any other individual or entity whatsoever.

23. **Truth in Negotiating Certificate.**

23.1 Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Consultant further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. **Waiver**

24.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

25. **Survival of Provisions**

25.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

26. **Prohibition of Contingency Fees.**

26.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

27. **Force Majeure.**

27.1 It is understood that performance of any act by the Village or Consultant hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces as may be necessary to meet Village needs, and, in such event, the Village shall withhold payment due Contractor for such period of time, if any. If the condition of force majeure exceeds a period of fourteen (14) days, the Town may, at its option and discretion, cancel or renegotiate the Agreement

28. **Counterparts**

28.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

Elora Riera, CMC, Village Clerk

NORTH BAY VILLAGE

By: _____
Ralph Rosado, PhD, AICP, Village Manager
Date: 3/18/20

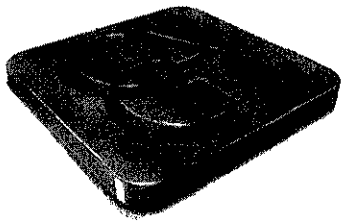
Approved As To Form and Legal Sufficiency for the Use And Reliance of North Bay Village Only:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

CALVIN GIORDANO & ASSOCIATES

By: _____
Sarah Sinatra Gould
Date: 3-16-2020

Exhibit "A"
CGA Proposal



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS℠

January 22, 2020

Dr. Ralph Rosado, PhD, AICP
Village Manager
City of North Bay Village
1666 Kennedy Causeway, #300
North Bay Village, FL 33141

RE: North Bay Village General Planning
CGA Proposal No. 20-3569

Dear Dr. Rosado, PhD, AICP,

We are pleased to submit this proposal for Professional Services on the above referenced project.

I. Professional Planning Services

A. Review planning and zoning applications.

B. Provide information to the general public as it relates to land development activities within the Village.

C. Provide information to builders and developers as it related to policies and procedures within the Village relative to land planning.

D. Oversee the development and maintenance of land use and zoning maps as required by local and state agencies.

E. Attend staff meetings, Village Commission meetings and Planning and Zoning Board Meetings as required by the Village Manager.

F. Act as staff for the Village to Miami-Dade County, South Florida Regional Planning Council and the State Department of Economic Opportunity.

Building Code Services
Civil Engineering / Roadway & Highway Design
Coastal Engineering
Code Compliance
Construction Engineering & Inspection (CEI)
Construction Services
Data Technologies & Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information Systems (GIS)
Governmental Services
Landscape Architecture
Planning
Project Management
Redevelopment & Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

G. Develop policies and procedures regarding planning & zoning activities and develop schedules and time frames for processing land development activities.

H. Provide information to the Village Manager or designee on all relevant and applicable planning issues.

I. Coordinate agenda items with the Village Clerk and Village Attorney for the Planning and Zoning Board.

J. Prepare zoning verification letters.

K. Review all development applications including site plans, site plan amendments, rezoning requests, land use plan amendments, vacations, conditional uses, special exceptions and variances.

L. Perform cost recovery development reviews.

M. Oversee any updates to the Comprehensive Plan.

BASIS OF PROPOSAL

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.

- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.
- Calvin, Giordano & Associates, Inc. will require that all consultants carry proper insurance, including professional liability insurance, if appropriate.
- Permit construction certification will include one partial and one final inspection.

ADDITIONAL FEES

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Calculations of off-site flood stages.
- Construction quality control inspections.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Re-review of rejected shop drawings.

- Review and approval of Contractor pay requests.
- Review of Data supplied by the CLIENT (i.e. GIS data sets, databases, aerial images, etc.) required for integration into this project.
- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Updated boundary survey, site evaluation or closing assistance work, unless specified above.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

MEETING ATTENDANCE

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for an hourly fee as shown in the proposed Schedule of Fees:

PROPOSED SCHEDULE OF FEES		
I	**Professional Planning Services**	**Hourly**
II	**Meetings not included in I thru I**	**Hourly**
	TOTAL Hourly (Plus Hourly Services)	**Hourly**

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.
- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.
- CLIENT agrees to indemnify, hold harmless and, at Calvin, Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin, Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from, or related to any acts, omissions or negligence of CLIENT or its consultants.
- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc., pursuant to this Agreement.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.
- PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CALVIN, GIORDANO & ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE IN NEGLIGENCE FOR ANY CLAIMS, DAMAGES, LOSSES, OR DISPUTES ARISING OUT OF OR SUBJECT TO THE CONTRACT.
- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.
- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

MISCELLANEOUS PROVISIONS

- CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.

- This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.
- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

TERMINATION OF THE AGREEMENT

- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Sarah Sinatra Gould
Director

ACCEPTANCE OF CONTRACT

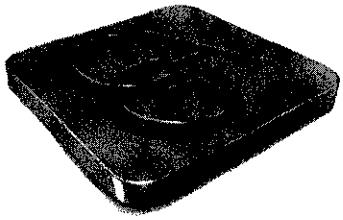
CALVIN, GIORDANO & ASSOCIATES, INC.

By: _____ Date: 1-22-20

Name: Sarah Sinatra Gould
Title: Director

By: _____ Date: 3/18/20

Name: Dr. Ralph Rosado, PhD, AICP
Title: Village Manager



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

PROFESSIONAL FEE SCHEDULE

Principal	215.00
Contract Administrator	190.00
Project Administrator	165.00
Executive Assistant / Clerical	75.00
ENGINEERING	
Associate, Engineering (VI)	190.00
Director, Engineering (V)	175.00
Project Manager (IV)	150.00
Project Engineer (III)	130.00
Engineer (II)	110.00
Jr. Engineer (I)	100.00
Senior CADD Tech Manager	115.00
CADD Technician	95.00
Permit Administrator	90.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	165.00
GIS Coordinator	145.00
GIS Specialist	125.00
Multi-Media 3D Developer	115.00
GIS Technician	100.00
Sr. Applications Developer	165.00
Applications Developer	135.00
Network Administrator	155.00
System Support Specialist	115.00
IT Support Specialist	85.00
GOVERNMENTAL SERVICES	
Associate, VP	190.00
Director of Code Enforcement	145.00
Director of Building Code	145.00
Project Manager	145.00
Grants Administrator	125.00
Code Enforcement Field Supervisor	110.00
Code Enforcement Field Inspector	90.00
Building Official	115.00
Building Plans Reviewer	90.00
Building Inspector	90.00
Permit Processor	75.00
SURVEYING	
Associate, Surveying	165.00
Senior Registered Surveyor	145.00
Survey Crew	135.00
Registered Surveyor	130.00
Survey Coordinator	105.00
CADD Technician	95.00
3D Laser Scanner	355.00
Hydrographic Survey Crew	330.00
G.P.S. Survey Crew	155.00
Sub-meter G.P.S	75.00
Soft Dig (per hole)	480.00
Utility Locates (per hour)	205.00

LANDSCAPE ARCHITECT	
Associate, Landscape Architect	165.00
Senior Landscape Architect	135.00
Environmental Administrator	125.00
Landscape Architect	120.00
Environmental Specialist	105.00
Landscape CADD Technician	95.00
Environmental Assistant	90.00
Landscape Inspector/Arborist	105.00
Landscape Designer	120.00
Landscape Site Plan Reviewer	135.00
INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	125.00
Environmental Scientist	100.00
CONSTRUCTION	
Associate, Construction	165.00
Construction Management Director	135.00
Construction Manager	125.00
Senior Inspector	100.00
Inspector	90.00
Construction Coordinator	90.00
EMERGENCY MANAGEMENT	
Director	145.00
Planner	105.00
Assistant Planner	90.00
PLANNING	
Associate, Planning	175.00
Director of Planning	150.00
Planning Administrator	150.00
Planning Manager	145.00
Senior Planner	125.00
Planner	105.00
Assistant Planner	90.00
EXPERT WITNESS	
Principal/Associate	330.00
Registered Engineer/Surveyor	280.00
Project Engineer	230.00

Building Code Services
Civil Engineering / Roadway & Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering & Inspection (CEI)
Construction Services
Data Technologies & Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information Systems (GIS)
Governmental Services
Indoor Air Quality
Landscape Architecture
Planning
Project Management
Redevelopment & Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

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In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
CALVIN, GIORDANO, & ASSOCIATES, INC.
FOR PLANNING SERVICES

THIS AMENDMENT to the Professional Services Agreement dated March 18, 2020 (the "Amendment") is entered into as of the 15 day of July, 2025 (the "Effective Date of this Amendment"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **CALVIN, GIORDANO, & ASSOCIATES, INC.**, a Florida corporation (hereinafter, the "Consultant"). Collectively, the Village and the Consultant are referred to as "Parties."

WHEREAS, on January 14, 2020, the North Bay Village (the "Village") Commission adopted Resolution No. 2020-026 awarding an agreement to Calvin, Giordano, & Associates, Inc. (the "Consultant") for planning services (the "Services") pursuant to Request for Qualifications No. 2019-004 (the "RFQ"); and

WHEREAS, on March 18, 2020, the Village and the Consultant entered into a Professional Services Agreement to perform the Services for a period of three years with two additional one year periods at negotiated rates (the "Agreement"), incorporated herein by reference; and

WHEREAS, the Village and Consultant wish to modify the terms of the Agreement in accordance with the terms and conditions set forth in this Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Village and Consultant agree as follows:[1]

1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.

2. Term/Commencement Date. Section 2.1 of the Agreement, along with any reference to the term of the Agreement contained in Section 2.4 of the RFQ, is hereby amended and superseded in its entirety and replaced with the following:

> The term of this Agreement shall commence retroactively on March 18, 2025, and shall continue through January 15, 2026, unless terminated earlier in accordance with the Agreement.

3. Compensation and Payment. The parties agree that, as of July 15, 2025, compensation under the Agreement shall be in accordance with the Professional Fee Schedule – 2025 Rates attached hereto as Exhibit 1 and incorporated herein by reference.

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

(the "2025 Rate Schedule"). The 2025 Rate Schedule shall supersede any prior rate schedules for services performed on or after July 15, 2025.

4. Conflict; Amendment Prevails. In the event of any conflict or ambiguity between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control.

5. Agreement Ratified. Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

6. Defined Terms. All initial capitalized terms used in this Amendment but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

7. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this Amendment shall have the same force and effect as an original hereof.

[Remainder of page intentionally left blank.
Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed the day and year as first stated above.

NORTH BAY VILLAGE

By: _____
Frank Rollason
Village Manager

Attest:

By: _____
Alba L. Chang
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
North Bay Village
Attn: Frank Rollason, Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
villagemanager@nbvillage.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

CONSULTANT

By: _____

Name: David Stambaugh

Title: Vice President

Entity: Calvin, Giordano & Associates, Inc.

Addresses for Notice:
David Stambaugh, Vice President
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
(954) 921-7781 (telephone)
dstambaugh@cgasolutions.com (email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____(email)

NORTH BAY VILLAGE RATE SHEET	PROPOSED EXTENSION
CGA Role	2025
PLANNING	
Principal Planner	$ 184.50
Planning Manager	$ 168.00
Senior Planner	$ 144.00
Planner	$ 121.00
Grants Administrator	$ 190.00
ENGINEERING (CIVIL & TRAFFIC)	
Project Engineer	$ 149.50
Traffic Enginner	$ 149.50
Project Manager	$ 171.00
LANDSCAPE ARCHITECTURE	
Senior LA/Urbanist	$ 164.50
DATA TECH DEVELOPMENT	
GIS Technician	$ 113.00

Calvin, Giordano & Associates, Inc.

A SAFEbuilt® COMPANY

PROFESSIONAL FEE SCHEDULE - 2025 RATES

Principal	$270
Contract Administrator	$250
Project Coordinator	$126
Executive Assistant / Clerical	$93

ENGINEERING

Director, Engineering	$242
Sr. Project Manager	$211
Project Manager	$192
Sr. Engineer	$194
Project Engineer	$169
Engineer	$144
Jr. Engineer	$126
Senior CADD Tech	$146
CADD Technician	$124
Permit Administrator	$118
Engineering Plan Review	$192
Certified Floodplain Manager	$169

LANDSCAPE ARCHITECT

Director, Landscape Architect	$242
Senior LA/Urbanist	$194
Environmental Administrator	$161
Environmental Specialist	$134
Environmental Assistant	$124
Landscape Architect/Urbanist	$178
Senior CADD Tech	$146
CADD Technician	$124
Landscape Inspector/Arborist	$134
Landscape Plan Reviewer	$183
Jr. Landscape Architect/Urbanist	$161
Landscape Designer	$134
Jr. Landscape Designer	$119
Landscape Analyst	$87

SURVEYING

Director, Surveying	$242
Senior Registered Surveyor	$191
Survey Crew	$177
Registered Surveyor	$171
Survey Coordinator	$137
CADD Technician	$124
3D Laser Scanner	$484
G.P.S. Survey Crew	$213

EXPERT WITNESS

Principal	$427
Registered Engineer/Surveyor	$362
Project Engineer	$296

INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	$161
Environmental Scientist	$134

CONSTRUCTION

Director, Construction	$242
Sr. Project Engineer (CEI)	$217
Project Administrator (CEI)	$163
Construction Management Director	$180
Construction Manager	$163
Senior Inspector	$134
ITS Inspector	$134
Inspector	$122
Inspector Aide	$117
Construction Coordinator	$126
Resident Compliance Specialist	$122

GOVERNMENT SERVICES

Director, Governmental Services	$242
Director, Code Enforcement	$189
Director, Building Code	$189
Project Manager	$192
Code Enforcement Field Supervisor	$144
Code Enforcement Field Inspector	$122
Special Magistrate Clerk	$93
Building Official	$149
Building Plans Reviewer	$128
Building Inspector	$122
Permit Processor	$93
Engineering Plan Review	$192
Certified Floodplain Manager	$169

PLANNING

Director, Planning	$242
Planning Administrator	$197
Principal Planner	$191
Planning Manager	$191
Senior Planner	$163
Planner	$137
Assistant Planner	$120
Planning Technician	$93
Grants Administrator	$197
Grants Coordinator	$137

DATA TECH DEVELOPMENT

Director, Data Tech Dev.	$242
GIS Coordinator	$191
GIS Specialist	$163
Multi-Media 3D Developer	$146
GIS Technician	$126
Sr. Applications Developer	$242
Applications Developer	$180
Network Administrator	$201
System Support Specialist	$146
IT Support Specialist	$110

- Building Code Services
- Civil Engineering / Roadway & Highway Design
- Coastal Engineering
- Code Enforcement
- Construction Engineering & Inspection (CEI)
- Construction Services
- Data Technologies & Development
- Electrical Engineering
- Engineering
- Environmental Services
- Facilities Management
- Grant Management & Writing
- Geographic Information Systems (GIS)
- Governmental Services
- Indoor Air Quality (IAQ)
- Landscape Architecture
- Planning
- Project Management
- Redevelopment & Urban Design
- Surveying & Mapping
- Transportation & Mobility
- Transportation Planning
- Water / Utilities Engineering
- Website Development

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Fax: 954.921.8807

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In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Effective January 1, 2025

ITEM NO. 11.D

North Bay Village
Recommendation Memorandum

DATE: December 16, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Julie Leonardi, Director of Communications

SPONSORED BY: Commissioner Doris Acosta

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH IPADDLEMIAMI LLC FOR THE NBV SUP CLUB PROGRAM AT PELICAN HARBOR IN AN AMOUNT NOT TO EXCEED $11,100; WAIVING COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - SPONSORED BY COMMISSIONER DORIS ACOSTA**

RECOMMENDATION

It is recommended that the Village Commission approve an agreement with iPaddle for a community Paddleboarding Program.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's consideration and approval to enter into a Professional Service Agreement with iPaddle Miami for a community Paddleboarding Program.

The Village remains committed to fostering health, wellness, and active living among residents through accessible recreational programming. IPaddle Miami, LLC has submitted a proposal for the following:

Program Details

This program consists of three 10-week series per year, held every Sunday at 9:00 AM at iPaddle Miami. To participate, residents must have the necessary paddling skills and experience to safely and efficiently maneuver a SUP board and keep pace with the group.

Duration: three 10-week series per year, dates listed below
Session Time: 9:00 AM – 11:00 AM (2 hrs.)
Instructors & assistant time on site: 8:30am -11:30am

(3 hrs. - required for set up and restocking of equipment)
Dates: Three 10-week series ran on Sundays, dates listed below
Structure:
o Start at 8:30am with a 20-minute dynamic warm-up
o Boards on the water at 9:00 am
o Two course options: a 1.5-mile route for beginner paddlers and a 3-mile route for intermediate/advanced paddlers
o Led by a certified SUP coach Aymee Vasquez and a paid assistant instructor
Equipment: SUP rentals for residents offered at $30 (regularly $65), free for residents who bring their own board.
Number of participants: For groups up to 15 participants, each additional resident charged at $30, invoiced to the Village.
Location: iPaddle Miami.

In addition to the services listed above, the vendor will also provide a SUP 101 class for beginners.

The total compensation requested for these services is $11,100 (currently budgeted in FY 25-26 budget).

The term of this Agreement will run from the Effective Date through October 31, 2026, with the option for the Village to renew for two additional one-year periods.

Village staff supports the continuation of this partnership to enhance the Village's wellness offerings further and encourage residents to maintain active and healthy lifestyles.

It is recommended that the Village Commission approve the Professional Service Agreement with iPaddleMiami in an amount not to exceed budgeted funds of $11,100.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
GL #001.72.572.3119 has a budget amount of $11,100 annual Fund Name: Parks and Recreation / Community Programs-NBV SUP
GL Line-Item Number: 001.72.572.3119
Total Budget Allocated in FY 25-26: $ 11,100
Encumbered Amount: 0
Request Amount: $11,100 yearly
Remaining Balance: $ 0 FY 2026 Adopted Budget

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Approving iPaddle Agreement-12-07-2025.DOCX
Exhibit A-North Bay Village-iPaddle Program Agreement.DOCX
Exhibit B-NBV SUP Club Proposal.pdf

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH IPADDLEMIAMI LLC FOR THE NBV SUP CLUB PROGRAM AT PELICAN HARBOR IN AN AMOUNT NOT TO EXCEED $11,100; WAIVING COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") wishes to offer paddleboarding classes to Village residents (the "Services"); and

WHEREAS, iPaddleMiami LLC (the "Contractor") offers kayak and paddleboard rentals, paddle guided tours, stand-up paddle (SUP) classes, and related water experiences at Pelican Harbor, which is located within the Biscayne Bay Aquatic Preserve and in close proximity to the Village; and

WHEREAS, the Contractor has provided a proposal to provide the Services, for a total amount of $11,100 (the "Proposal"); and

WHEREAS, Section 36.25(L) of the Village Code of Ordinances provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, given the Contractor's established operations at Pelican Harbor, its proximity to the Village, and its ability to deliver specialized water-based recreation services that cannot be readily duplicated by other vendors, the Village Commission finds that the process of competitive bidding and proposals for the Services is not in the best interest of the Village; and

WHEREAS, pursuant to the recommendation of Village staff, the Village Commission desires to approve an agreement with the Contractor for the Services, waive the competitive procurement requirements of the Village Code pursuant to Section 36.25(L) of the Village Code, and authorize the Village Manager to execute an agreement with the Contractor, in substantially the form attached as Exhibit "A," consistent with the Proposal attached hereto as Exhibit "B," in an amount not to exceed $11,100 through October 31, 2026; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission hereby approves the Agreement with the Contractor for the Services in substantially the form attached as Exhibit "A."

Section 3. Waiver. That the Village Commission hereby waives the competitive procurement requirements of the Village Code pursuant to Section 36.25(L) of the Village Code as competitive bidding for the Services is not in the best interest of the Village.

Section 4. Authorization. That the Village Commission authorizes the Village Manager to execute the Agreement with the Provider in an amount not to exceed $11,100, in substantially the form attached hereto as Exhibit "A," consistent with the Proposal attached hereto as Exhibit "B," subject to approval by the Village Attorney as to form, content, and legal sufficiency, and to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld _____
Vice Mayor Goran Cuk _____
Commissioner Doris Acosta _____
Commissioner Richard Chervony _____
Commissioner Andy Rotondaro _____

PASSED AND ADOPTED on this _____ day of _____, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

AGREEMENT

BETWEEN

NORTH BAY VILLAGE

AND

IPADDLEMIAMI LLC

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2025 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") **IPADDLEMIAMI LLC**, a Florida limited liability company (hereinafter, the "Contractor").

WHEREAS, the Village desires to offer paddleboarding classes to Village residents; and

WHEREAS, the Contractor will perform services on behalf of the Village, all as further set forth in Exhibit A, attached hereto (the "Services"); and

WHEREAS, the Village and Contractor, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Village desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Village and the Contractor agree as follows:

1. Scope of Services.

1.1. Contractor shall provide the Services set forth in Exhibit "A" attached hereto and incorporated herein by reference (the "Services").

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through October 31, 2026, unless earlier terminated in accordance with Paragraph 8 (the "Initial Term"). Additionally, the Village Manager may renew this Agreement for two additional one-year periods (each a "Renewal Term") on the same terms as set forth herein upon written notice to the Contractor.

2.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

3.1. Compensation for Services provided by Contractor shall be in accordance with the Proposal attached hereto as Exhibit "A," in an amount not to exceed $11,100 for the Initial Term. Additionally, the Village Manager may renew this Agreement for two additional one-year periods (each a "Renewal Term") on the same terms as set forth herein upon written notice to the Contractor.

3.2. Contractor shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

4. Subconsultants.

4.1. The Contractor shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2. Contractor may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Contractor to assist Contractor in performing the Services.

5.2. Upon Contractor's request, Village shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

6. Contractor's Responsibilities; Representations and Warranties.

6.1. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

6.2. The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the

Village. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Contractor, or immediately with cause.

8.2. Upon receipt of the Village's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the Village Manager.

8.3. In the event of termination by the Village, the Contractor shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

8.4. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set

forth in this section and may be increased by the Village as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Contractor must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm.

9.1.3. Business Automobile Liability with minimum limits of $1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit. If Professional Liability Insurance is required, the Village shall select this box: ☐.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates

required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**,** the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY,

VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Contractor shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Village. Contractor shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

16.3. Upon request from the Village's custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.

16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

16.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

16.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.

17. **Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Village's area, circumstances and desires.

18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.** The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a

bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. State Required Affidavits. By entering into this Agreement, the Contractor agrees to review and comply with the following state affidavit requirements:

24.1. Public Entity Crimes Affidavit. Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

24.2. Scrutinized Companies. Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statues, the Village may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Contractor certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

24.3. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

24.4. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract

with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

24.5. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

25. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26. Non-Exclusive Agreement. The Village reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.

27. Termination Due To Lack of Funding. This Agreement is subject to the condition precedents that: (i) Village funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Village secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Village Commission relative to the Services; and (iii) the Village Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The Village represents to Contractor that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

28. Background Checks. Prior to the execution of this Agreement, the Contractor shall furnish the Village with a copy of a screening and background check, including a criminal background check for Contractor, its officials, agents, employees or subcontractors providing Services under this Agreement. The Contractor shall be responsible for updating the Village in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Contractor shall furnish the Village with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It

shall be in the Village Manager's complete and sole discretion as to whether the type of check and the results are acceptable. If compliance with this section is required, the Village shall select this box: ☒.

29. Conflicts; Order of Priority. This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

29.1. First Priority: Base Agreement;

29.2. Second Priority: Exhibit A – Scope of Services.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

NORTH BAY VILLAGE

By: _____
Frank Rollason
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
North Bay Village
Attn: Frank Rollason
Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
Villagemanager@nbvillage.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

IPADDLEMIAMI LLC

By: _____
Manuel Castillo
Manager

Note: If the entity is an LLC and the Operating Agreement requires more than one Managers' signature, this Agreement must be executed by all Managers required by the Operating Agreement.

Addresses for Notice:
1275 NE 79th Street #4206
Miami, FL 33138
iPaddlemiami@gmail.com
(305) 472-3353 (telephone)
iPaddleMiami.com (email)

With a copy to:

_____
_____
_____
_____
_____(telephone)
_____(email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

□ Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:	Signed, sealed and delivered by:
_____	_____
Witness #1 Print Name: _____	Print Name: _____
_____	Title: _____
Witness #2 Print Name: _____	Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of _____, 20__, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____ _____
Witness #1 Print Name: _____ Print Name: _____
Title: _____
_____
Witness #2 Print Name: _____ Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____ _____

Witness #1 Print Name: _____ Print Name: _____

Title: _____

_____

Witness #2 Print Name: _____ Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20__, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services are those contained in the Proposal dated June 15, 2025, attached hereto and incorporated herein by reference.

iPaddleMiami

1275 NE 79th St, #4206, Miami, FL 33138
iPaddlemiami@gmail.com | (305) iPaddle | (305) 472-3353
iPaddleMiami.com

Business Proposal: NBV SUP Club Program
Prepared for: The City of North Bay Village
Date: 6/15/25

Prepared by:
Aymee Vasquez, SUP Coach
iPaddle Miami, LLC.

Overview
The NBV SUP Club is a community paddleboarding program held every Sunday at 9:00 AM in collaboration with iPaddle Miami, led by a certified SUP instructor Aymee Vasquez. With an average of 15+ residents per session, the NBV SUP Club promotes fitness, environmental awareness, education, and water safety. We are seeking support from the City of North Bay Village to formalize and fund the program for three 10-week series per year, along with six SUP 101 beginner lessons to equip new paddlers with the skills needed to join the Sunday sessions.

We believe the NBV SUP Club Program directly aligns with the City's goals of promoting health, sustainability, and civic engagement. With your support, we can continue to grow this beloved local program into a permanent fixture of North Bay Village's active waterfront lifestyle, after all we are "The Heart of the Bay".

NBV Program Details

This program consists of three 10-week series per year, held every Sunday at 9:00 AM at iPaddle Miami. To participate, residents must have the necessary paddling skills and experience to safely and efficiently maneuver a SUP board and keep pace with the group. In case of inclement weather, sessions will be canceled and rescheduled for the following Sunday.

- **Duration**: three 10-week series per year, dates listed below
- **Session Time**: 9:00 AM – 11:00 AM (2 hrs.)
- **Instructors & assistant time on site**: 8:30am -11:30am (3 hrs. - required for set up and restocking of equipment)
- **Dates:** Three 10-week series ran on Sundays, dates listed below
- **Structure**:
    - Start at 8:30am with a 20-minute dynamic warm-up
    - Boards on the water at 9:00am
    - Two course options: a 1.5-mile route for beginner paddlers and a 3-mile route for intermediate/advanced paddlers
    - Led by a certified SUP coach Aymee Vasquez and a paid assistant instructor
- **Equipment:** SUP rentals for residents offered at $30 (regularly $65), free for residents who bring their own board.
- **Number of participants:** For groups up to 15 participants, each additional resident charged at $30, invoiced to the city of NBV.
- **Location:** iPaddle Miami.

SUP 101 for Beginners

SUP 101 for Beginners: A once a month comprehensive intro to SUP (Stand-Up Paddle) offered exclusively to NBV residents with no paddling experience and want to be part of the NBV SUP Club. Learn essential water safety rules and regulations, equipment overview, and proper paddling techniques to maneuver confidently, efficiently, and safely on the water. Once a resident completes this course, they are automatically eligible to join the NBV SUP Club.

- **Dates:** Offered twice a month during each 10-week series; 2 classes opportunity every series, dates listed below
- **Session Time:** Saturdays 10:00 AM
- **Duration**: 90-minute lesson
- **Equipment:** All equipment included
- **Location:** iPaddle Miami
- **Number of participants:** Groups up to 4, each additional participant charged at $75 each (regular price $95 per person)

Location & Support
Hosted at iPaddle Miami, the program includes:

- Use of paddleboard launch area and facilities
- Professional instruction and safety oversight provided by a 10 of years certified SUP coach, trained in CPR, first aid, and paddleboarding safety protocols
- Rental of equipment includes quality paddleboards, adjustable carbon fiber paddles, leash and life best or PFDs (personal flotation device), available to residents at a discounted rate of $30 (regular price $65)

Goals

- Increase resident engagement with NBV's unique waterfront
- Encourage active lifestyles through paddle sports
- Build a skilled, safety-conscious paddling community
- Create environmental awareness within the community, especially around ocean conservation

Resources

- Certified SUP instructor
- Assistant instructor
- SUP equipment
- Facility access and coordination

Perks

At the end of each 10-week series, we'll recognize one resident paddler who has shown discipline and progress in their SUP skills with the title *SUP Amateur of the Series*. At the end of the third series, we'll crown the *SUP Amateur of the Year*. Prizes may include a trophy or medal (TBD) and a gift certificate (TBD).

Each series will kick off with a community gathering, giving residents a chance to connect, socialize, and build stronger bonds.

We'll also host one annual holiday parade to celebrate a major national holiday, such as the Fourth of July, Thanksgiving, or Christmas (date TBD).

NBV SUP Club members will receive exclusive discounts on select services, workshops, and experiences at iPaddle Miami.

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Compensation Request

NBV SUP Club
$300 per session (up to 15 participants per session, each additional resident $30 each)
$3,000 - 10 weeks series
SUP rentals for residents at $30 (regularly $65)
Sub Total: $9,000

SUP 101 for Beginners
$350 per lesson, groups up to 5, all equipment included (each additional student $75, regular price $95).
Sub Total: $2,100
Total $11,100

NBV SUP Series Calendar

Each series runs for 10 weeks on Sundays and includes two SUP 101 lessons per month to welcome novice paddlers into the club.

Series #1

January 10 – March 1 (10 weeks)
NBV SUP Club – Sundays: January 18th, 25th, February 1st, 8th, 15th, 22nd and March 1st.
SUP 101 Lessons for Beginners – Saturdays: January 10th and February 21st.

Series #2

March 28 – June 7 (10 weeks)
NBV SUP Club – Sundays: March 29th, April 5th, April 12th, April 19th, April 26th, May 3rd, May 10th, May 17th, May 31, and June 7th.
SUP 101 Lessons for Beginners – Saturdays: March 28th and May 2nd.

Series #3

August 8 – October 18 (10 weeks)
NBV SUP Club – Sundays: August 16th, 23rd, 30th, September 6th, 13th, 20th, 27th, October 4th, October 11th and October 18th.
SUP 101 Lessons for Beginners – Saturdays: August 8th and September 26th.

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Certifications and Liability Insurance

PADDLEFIT®
CERTIFIED COACH

Aymee Vasquez

PADDLEFIT PRO CERTIFIED

PRO
2026-04-01

ACE APPROVED PROVIDER
COURSE NUMBER: CEP114972

Brody Welte, Founder

Adult and Pediatric CPR and AED

Aymee Vasquez

The individual named above has passed ResusciTech's SMART Certification course and is certified for AED use, CPR administration, and choking intervention for adults, children, and infants.

Expiration Date: 12/1/2026

Certificate Number: RT120124A302M

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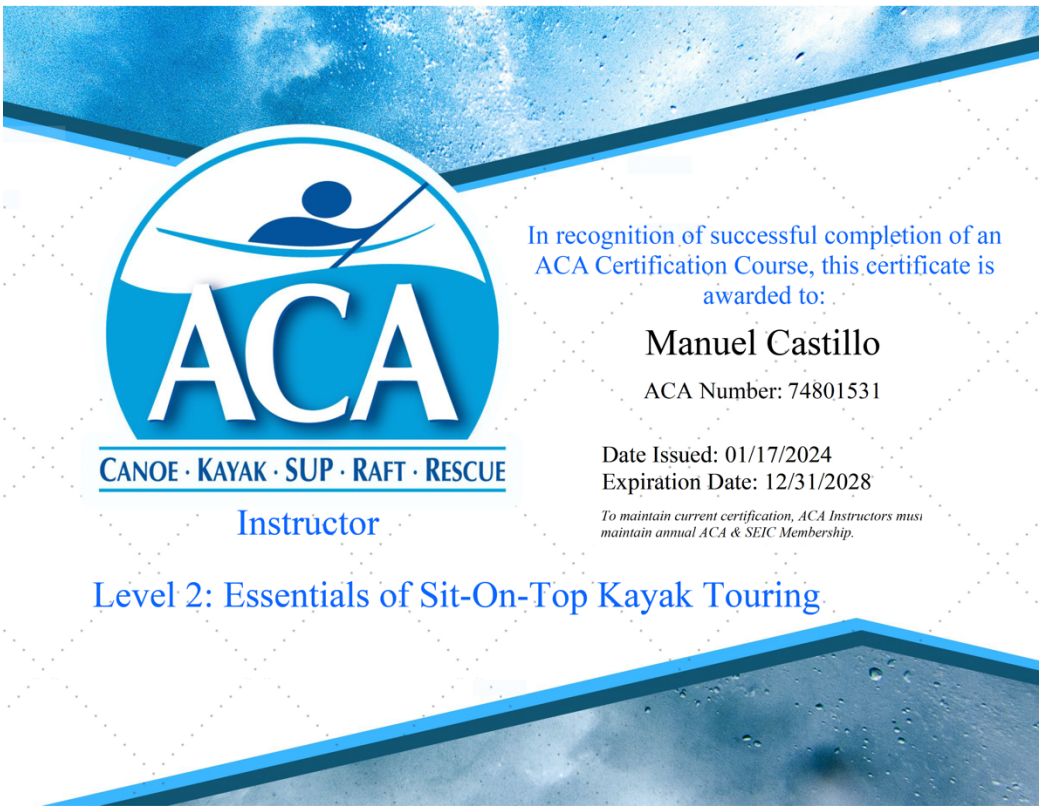

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iPaddlemiami@gmail.com | (305) iPaddle | (305) 472-3353
iPaddleMiami.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: SCU - Outfitters & Guides	
K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	PHONE (A/C, No, Ext): 1-877-783-1161	FAX (A/C, No): 1-260-459-5502
	E-MAIL ADDRESS: OandG@kandkinsurance.com	
	PRODUCER CUSTOMER ID:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
I Paddle Miami 1275 Northeast 79th St Miami, FL 33138 A Member of the Sports, Leisure & Entertainment RPG	INSURER A: Markel Insurance Company	38970
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W03063236 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC X OTHER: MEMBER	X		M1RPA0000550378300	07/15/2025 12:01 AM EDT	07/15/2026 12:01 AM	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	$300,000
							MED EXP (Any one person)	EXCLUDED
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$5,000,000
							PRODUCTS – COMP/OP AGG	$1,000,000
							PROFESSIONAL LIABILITY	
							BODILY INJURY TO PARTICIPANTS	
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ] NOT PROVIDED WHILE IN HAWAII						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL	
							EXCESS MEDICAL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Kayak/Canoe/Raft/Tube/Paddle & Surf Board Rental Operations Class I, II, III rivers, flatwater (non-guided/guided), Paddling/Paddleboarding (includes stand-up paddleboarding)
Certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured. Coverage does not extend to the negligence or errors & omissions of the additional insured.

CERTIFICATE HOLDER	CANCELLATION
City of North Bay Village 1666 79th Street Cswy, FL 3 North Bay Village, FL 33141 (Permit Grantor)	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE** Scott Turnbull

Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

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POLICY NUMBER: M1RPA0000550378300

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
Per USDA Forest Service assigned National ID Number.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

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POLICY NUMBER: M1RPA0000550378300

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice Minimum 30 Days or Days per Certificate on file with K&K Insurance Group.

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

Named Insured: I Paddle Miami
Effective Date: 07/15/2025

Per USDA Forest Service assigned National ID Number.

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What North Bay Village residents are saying about the NBV SUP Club



Vinita Chakravarty

★★★★★

- 4/13/2025

What a wonderful experience this morning when we join the NBV SUP club , Commissioner Dorris Acosta and Amy and Mannie of I paddle Miami . We took a short lesson on the paddle board and our wonderful instructor Manny gave us a few perfect tips and out we went boarding on the calm waters of the Biscayne bay . In no time , me and my husband were standing up on the boarding and wading through the waters with ease. Not only did we soak in the sun, enjoyed the delicious waters of the bay , but we also saw dolphins and many other birds of the bay.Commissioner Acosta kept the group together and we felt secure and happy after !Amazing experience ❤️

J

★★★★★

- 4/27/2025

We joined iPaddle Miami's Sup Club on Sunday morning at 9 AM. Because we have our own stand-up paddleboards, the event was free. Our host, Aymee, couldn't have been nicer and we also met some really nice people there. Would definitely recommend this company!!



Margarita Carmona

★★★★★ Excelente Experiencia ! Aymee es muy buena coach - *5/04/2025*

iPaddleMiami

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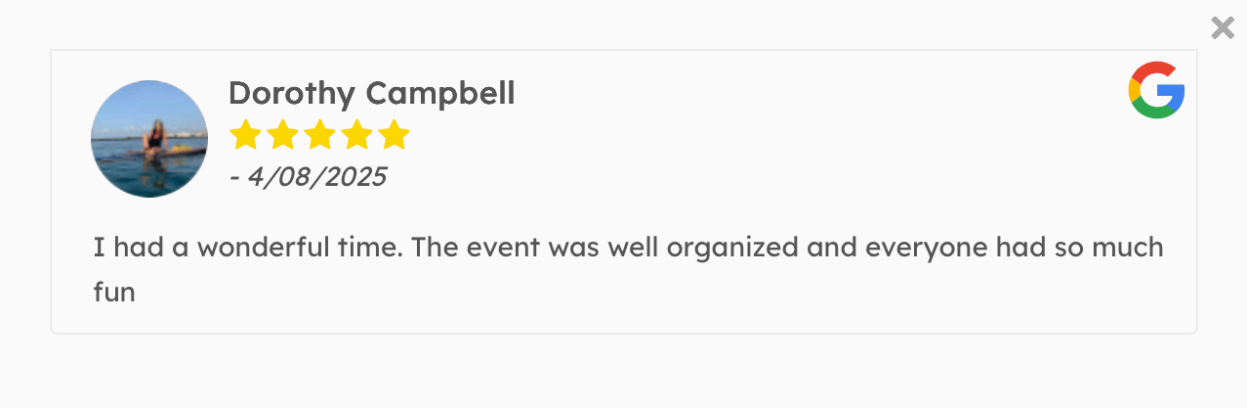

Hi Aymee,

I want to thank you and Manny so much for all of your time and efforts to help bring the NBV SUP Club to life!

This club has been a wonderful opportunity for NBV residents to safely get out on the beautiful waters surrounding NBV, get some great exercise, learn better SUP techniques, learn about equipment and safety, gain awareness of our local ecology and the human effects on the environment, and build our stewardship of our local natural environment; all while building community and helping us to connect with our neighbors!

I have lived in NBV for 8 years, and have had my paddle board the entire time, but only recently became inspired and empowered to get out on the water because of the SUP Club! I'm grateful to have become more engaged in our community, and to have had the opportunity to connect with other residents and our representatives on a meaningful and mutually beneficial level, all because of the SUP Club!

I writing to support the continuation of this club in a way that fully recognizes and remunerates the outstanding, professional, and friendly staff at iPaddle Miami. You and Manny are the key elements to the success of this Club, and you should be fully compensated for your expertise, labor, and the heart and soul that you bring to our community through the Club. This club is also an opportunity that is unique to our island village, and should be recognized as the jewel that it is!

Please feel free to forward my email on to anyone involved in considerations regarding the continuation of the club, or to connect them with my directly.

Many thanks!

Kendra Hawley
oboe/english horn
President-AFM Local 655
Vice President-Miamibloco NPO
oboekendra@gmail.com
(480) 577-4220

iPaddleMiami

1275 NE 79th St, #4206, Miami, FL 33138
iPaddlemiami@gmail.com | (305) iPaddle | (305) 472-3353
iPaddleMiami.com

Dear Doris and Frank,

I want to express my sincere support for the continuation of the SUP Club as a regular activity in North Bay Village.

As a participant, I can say that the NBV SUP Club has been one of the most enriching experiences I've had in our community. It's not only a fun and accessible way to exercise outdoors and connect with nature, but also a space to connect with neighbors, enjoy the water, and strengthen the sense of community.

Additionally, being able to share these paddle mornings with my teenage children was something truly beautiful and meaningful to me.

I especially want to highlight the warmth and dedication of the coordinators, Aymee and Manny, who are always attentive, loving, and committed to making each session special.

It would be wonderful if this program could continue and grow as part of the Village's activities. Thank you very much for considering this.

Sincerely,
Margarita Carmona
360°Condo

To Whom It May Concern,

I would like to express my sincere appreciation for the Paddle Board Club activities organized by Doris and Aymee here in North Bay Village. It's truly refreshing to see such a joyful, community-centered initiative taking place on our islands. The club not only encourages healthy physical activity but also helps to reconnect with the beauty of where we live.

I was genuinely surprised and impressed by how many people came out to participate. It was clear that the club brought a lot of excitement and positive energy to our community, and I would love to see it continue.

Beyond recreation, I believe this club holds real potential to become one of the defining features of North Bay Village - something we could highlight in promotions of our place. In my hometown, where we only enjoy two to three warm months a year, a Paddle Board Festival attracts over 10,000 people annually, with participants dressed in creative costumes. (I've attached a few photos as a reference.)

Considering our location in the Heart of Bay, we have the perfect setting to support and grow something similar. The club has already shown promise, and with continued support, it could evolve into something truly unique and meaningful for both residents and visitors.

I personally regret discovering the club only on its last day, and I sincerely hope it will reopen soon. I'm looking forward to being a part of it and helping it grow.

Warm regards,
Stan Strakhov
Resident, North Bay Village
c.754.802.6770

iPaddleMiami

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iPaddlemiami@gmail.com | (305) iPaddle | (305) 472-3353
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Hello,

Spring this year has been exceptionally special for me and my husband because of the NBV SUP Club.

We moved to the island in December last year and being in the heart of the bay and seeing so much water around me all the time, it kind of felt silly to be on land. For 2-3 months I just kept thinking, how can I spend more time on the water without spending a fortune on renting a boat or a jet ski. And that's when Dorris I saw your post on NBV SUP Club.

I gathered my thoughts and courage and signed up for 1 sunday to give it a try. First time, beginner just showed up. But I-Paddle Miami with its instructor Aymee and Manuel, just made it all look like a piece of cake. It was so amazing to be a part of the SUP Club community. I made it out there 4 times and twice my husband accompanied me. Loved every time. Its a skill that I thought I would never learn, but now i feel confident.

I urge the city to make this initiative permanent and support the Sunday Morning SUP Club as an initiative from the city . Just like we have the run club, the yoga in the park and the bootcamp, why cant we have a water based club since we are surrounded by water everywhere.

As the development of North Bay Village continues, are'nt we trying to reduce the number of cars and people on the streets? the more paddle boards in the water means as many fewer cars on the streets . and best of all, it is the best Full Body workout .
We are also very hopeful that soon North Bay Village will have its own Kayak Launch, so residents can just practice SUP whenever they want to. But till such time, at least if we can keep the NBV SUP Club alive every Sunday , it will be a big blessing to the city.

Thank you and hoping for some good news soon.

Thanks,
Vinita
Business Owner of NBVillage.
Rasoi Indian Kitchen.

Dear Commissioner Doris Acosta and Village Manager Frank Rollason,

First, I want to thank the village, especially Commissioner Doris, for supporting the NVB SUP Club funding initiative, which has been an invaluable resource for our community since its inception. It has provided a fantastic experience for those like my husband and me who enjoy water sports. This club has also given us the chance to meet wonderful residents and brought us together as a community, offering opportunities for physical activity, camaraderie, and an appreciation for our waterways.

Because of this, we would like the SUP Club to become an official fitness activity because it promotes health and wellness and fosters a sense of community among participants.

Many members have expressed how this club has enriched their lives and strengthened relationships within our village. We believe that with your support, we can secure the necessary resources to ensure the club continues to thrive.

Thank you very much for considering this request. I look forward to your positive response and to how we can work together to keep the SUP Club active for all.

Best,
Diego & Zayra Shmuels

Dear Doris and Frank,

I want to express my sincere support for the continuation of the SUP Club as a regular activity in North Bay Village.

As a participant, I can say that the NBV SUP Club has been one of the most enriching experiences I've had in our community. It's not only a fun and accessible way to exercise outdoors and connect with nature, but it has also been a space to bond with neighbors, enjoy the water, and strengthen our sense of community.

Being able to share some paddle mornings with my teenage children was also incredibly special and meaningful to me.

I especially want to highlight the warmth and dedication of its coordinators, Aymee and Manny, who are always attentive, kind, and committed to making each session unique.
It would be a great joy to see this program continue and grow as part of the city's official activities.

Thank you very much for considering it.

With appreciation,

Margarita Vasallo
1 (786) 327-9016
7525 Adventure Ave
North Bay Village, FL 33141

Dear Doris and Mr. Rollason,

I hope this message finds you well.

I'm writing to express my full support for the NBV SUP Club and to share how much I enjoyed participating in the program.

The classes brought so much joy, movement, and connection to the community. It was a unique

opportunity to enjoy nature, stay active, and meet wonderful neighbors—all in a fun, safe, and uplifting environment.

Aymee and Manny did a fantastic job leading the sessions with care, energy, and professionalism. It would be a real loss for the residents if the program didn't continue.

I truly hope the City can consider funding the SUP Club as part of the official fitness activities, alongside Bootcamp, Run Club, and Yoga.

Thank you so much for your attention and for supporting programs that make our community healthier and more connected.

Regina Nunes da Silva
CEO | Tche Gourmet LLC
Miami, Florida | +1 (786) 222-3362
cheftchegourmet.com

Dear Doris,

It was a pleasure meeting you in the SUP Club. Thanks to the club I got to know the businesses in my community, like iPaddle Miami and how they positively impact our town. I was able to attend in various occasions and enjoyed the exercise and meeting other residents. Additionaly, I am also attending to the Boot Camp and I am grateful in how our town is able to bring activities for our health and fitness while we enjoy the nature in North Bay Village. I am looking forward to keep attending to the NBV SUP Club.

Thanks,

Patricia Díaz Portela
M.S. CCC-SLP
305-510-0636
patriciadiazport@gmail.com

To: Doris Acosta and Frank Rollason (Village Manager)

Dear Doris and Frank,

I hope you're doing well. I wanted to take a moment to share how much I've truly enjoyed being part of the NBV SUP Club. I am delighted that my wife Natalia signed me up! It's been a unique and fun way to connect with the bay, stay active, and build community with my neighbors.

Aymee has done an incredible job, combining energy and professionalism. Every outing was successful, Manny and the iPaddlemiami team made it safe and enjoyable for all of us.

iPaddleMiami

1275 NE 79th St, #4206, Miami, FL 33138
iPaddlemiami@gmail.com | (305) iPaddle | (305) 472-3353
iPaddleMiami.com

We support making the SUP Club a permanent part of the city's fitness offerings. We believe it's a program that reflects the spirit and potential of North Bay Village, and I'd love to see it continue and grow.

Fun Fact: The **H** in Harcher is silent, like the H in "honest" or "honor."

Harcher Batravil
HBatravil@Gmail.com

ITEM NO. 11.E

North Bay Village
Recommendation Memorandum

DATE: December 16, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING REQUEST FOR PROPOSALS NO. 2026-001 FOR THE PURCHASE AND SALE OF TRANSFERABLE DENSITY RIGHTS (TDRS); AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE DOCUMENTS EFFECTUATING THE TRANSFER OF DENSITY RIGHTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission accept a proposal from Urbanica Capital LLC in response to RFP2026-001 for the Transfer of Density Rights (TDR) and authorize the Village Manager to execute any necessary documents for such sale.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval to authorize the Village Manager to execute the necessary documents for the sale of Transfer of Density Rights in response to the Request for Proposal (RFP) 2026-001.

North Bay Village (the "Village") maintains a program (the “Program”) for transfer of density rights (“TDRs”) pursuant to Section 8.13 of the Village’s Uniform Land Development Code(“ULDC”) and Policy 2.1.13 of the Village’s Comprehensive Plan. The Program previously awarded TDRs on a first-come, first-served basis, as site plans for projects relying on TDRs were approved. The Program provided that payment for TDRs awarded through the site plan process is made through a payment of 50% of the required Community Contribution Fee within 90 days of site plan approval, and the remaining 50% of the Community Contribution Fee on or before the time of building permit.

The length of time that site plans are valid prior to requiring that a building permit be obtained,

both under the ULDC and as may be extended pursuant to state law, resulted in the de facto banking of TDRs that have not been fully paid for. As shown in the accompanying TDR Tracker document, the Village has approximately 24 TDRs that have not been committed to specific approved site plans under the Program.

The Village has current financial needs that benefit from a change to the Program to allow for the transfer of some or all uncommitted TDRs on an accelerated basis and pursuant to an accelerated payment schedule. As a result, the Village has amended the Program to provide for one or more competitive processes to enable transfer of uncommitted TDRs on an accelerated basis and pursuant to an accelerated payment schedule, through a Request for Proposals (RFP) process. On October 21, 2025, the Village Commission directed that a solicitation be issued for the sale of TDRs with a minimum sales price of $150,000 and $125,000 per TDR for waterfront and non-waterfront properties.

On November 7, 2025, the Village issued an RFP, which closed on December 1, 2025, resulting in one proposal. The competitive process was publicized on the Village website, via the DemandStar procurement program, and on the Miami-Dade County Legal and Public Notices website.

To view the complete RFP packet, you can select the following link:
2026-004 - Purchase and Sale of Transferable Density Rights

In response to the TDR RFP, the Village received only one responsive submission, submitted by Urbanica Capital, LLC. The firm is seeking to acquire sixteen (16) waterfront TDRs at a price of $150,000 each for a total of $2,400,000.The applicant has committed to paying the $2,400,000 within 60 days of executing an agreement.

Project: The firm has a contract for purchase on the property located at 7915 East Drive and is proposing to redevelop the site into a 30-story residential building with 70 units. Planned amenities include a gym, lounge, pool deck, private entry and elevators, and six to eight private ocean-view rooms.

If approved, the sale of 16 of the Village's 24 TDRs would leave 8 TDRs remaining in the Village's TDR Bank.

It is recommended that the Village Commission accept the proposal submitted by Urbanica Capital, LLC to purchase 16 TDR from the Village-owned TDR Bank in the amount of $2,400,000.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
If approved, the Village would generate $2,400,000 on the sale of 16 Village TDRs.

PERSONNEL IMPACT
None

ATTACHMENTS
Reso Awarding TDRs RFP 2026-001.DOCX
Urbanica Capital, LLC Proposal .PDF
TDR Pool Tracker (Current as of 071825).pdf

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING REQUEST FOR PROPOSALS NO. 2026-001 FOR THE PURCHASE AND SALE OF TRANSFERABLE DENSITY RIGHTS (TDRS); AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE DOCUMENTS EFFECTUATING THE TRANSFER OF DENSITY RIGHTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 7, 2025, North Bay Village (the "Village") issued Request for Proposals No. 2026-001 (the "RFP") for the sale and purchase of transferable density rights (the "TDRs"); and

WHEREAS, notice of the RFP was posted on the Village's website, DemandStar, and Miami-Dade County's publicly accessible website for legal ads and public notices in accordance with Section 50.0311, Florida Statutes and Section 10.17 of the Village Code of Ordinances, and one proposal was received by the Village by the RFP deadline, with the sole bidder meeting the required criteria; and

WHEREAS, C & D Bay Village LLC (the "Owner"), is the owner of the property located at 7915 East Drive, North Bay Village, Florida (Folio No.: 23-3209-001-0151) (the "Property"), and is under contract for sale of the Property to Urbanica Capital, LLC (the "Bidder"), who submitted a proposal in response to the RFP; and

WHEREAS, after reviewing the Village Manager's recommendation and considering the sole proposal, the Village Commission desires to authorize the Village Manager to negotiate and execute on the Village's behalf any and all documents reasonably related to effectuate the transfer of density rights pursuant to the award of the RFP to the Owner including but not limited to purchase and sale agreements, consistent with the RFP and the Bidder's proposal, and subject to the final approval of the Village Attorney as to form, content, and legal sufficiency; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Award. That the Village Commission hereby awards the RFP to the Bidder. This award, in and of itself, does not vest the Bidder with any contractual rights, absent entering an agreement with the Village.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate and execute on the Village's behalf any and all documents reasonably related to effectuate the transfer of density rights pursuant to the award of the RFP to the Owner, including but not limited to purchase and sale agreements, consistent with the RFP and the individual Bidder's proposal, and subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the Village Manager and the Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of _____, 2025.

_____
ATTEST: Rachel Streitfeld, Mayor

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

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Urbanica Capital, LLC

1000 Fifth Street, Suite 102,

Miami Beach, Florida 33139

(786) 571-1700

November 28, 2025

North Bay Village – Request for Proposals

Proposal for RFP No. 2026-001 for Purchase and Sale of Transferable Development Rights

Principal In Charge: Graham Penn

Company: Bercow Radell Fernandez Larkin + Tapanes, PLLC

Address: 200 S. Biscayne Boulevard, Suite 300, Miami, Florida 33131

Email: gpenn@brzoninglaw.com

Phone : (305) 377-6229

Docusign Envelope ID: 4D7B4268-F002-451B-B275-5DC35CC97579

URBANICA

Urbanica Capital, LLC
Urbanica Development, LLC

North Bay Village – Request for Proposals
Proposal for RFP No. 2026-001 for Purchase and Sale of Transferable Development Rights
November 28, 2025

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URBANICA

Urbanica Capital, LLC
Urbanica Development, LLC
1000 5th Street, Suite 102
Miami Beach, Florida 33139

Proposal for RFP No. 2026-001 for Purchase and Sale of Transferable Development Rights

Urbanica Development, doing business as Urbanica Capital, LLC, is a leading real estate development company with over twenty years of experience and a portfolio spanning residential projects, restaurants, condominiums, homes, and hotels. A vertically integrated firm, Urbanica Development has overseen and will oversee every step of the development process of fourteen (14) existing and forthcoming projects in the greater South Florida region and four such projects in Buenos Aires, Argentina.

The firm began as a small Argentine venture and has evolved into a defining force in Miami real estate. To date, Urbanica Development boasts over $600 million in transaction value across more than 250 projects.

Urbanica Development was co-founded by Charlie Porchetto and Diego Colmenero, who still lead the firm today.

Charlie Porchetto is a seasoned real estate entrepreneur with over 20 years of experience. He has earned him a trusted reputation in the industry with his early recognition of valuable development opportunities, history of sound investments, and delivery of exceptional results.

As co-founder, Charlie provides leadership in site selection, investment strategy, and overall business development, helping position the company as an innovator in Miami's evolving real estate landscape.

Diego Colmenero brings over two decades of specialized expertise in hospitality construction, design, and project management. His in-depth knowledge results in smoothly implemented and successful projects, which deliver remarkable and unique experiences.

From projects' initial inception to the finished product, Diego's meticulous attention to details leads to stellar technical and operational integration, ensuring the financial viability of beautifully realized concepts.

Diego's technical knowledge complements Charlie's market forecasting, resulting in a leadership collaboration that encompasses all facets of successful development.

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Their company Urbanica Capital, LLC is the contract purchaser of a property located at 7915 East Drive in the City of North Bay Village, which is further identified by Miami-Dade County folio number 23-3209-001-0151.

This agreement with the Village would be for the purchase of sixteen (16) units of transferred development rights ("TDRs") from Village-owned properties. As an Applicant, Urbanica Capital, LLC is contemplating a redevelopment project for the Property and desires to purchase the necessary TDR rights as soon as possible. The redevelopment project would bring a modern low-impact residential development to this area of the Village.

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URBANICA

Urbanica Capital, LLC
Urbanica Development LLC
1000 5th Street, Suite 102
Miami Beach, Florida 33139

Property Owner's Qualifications

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1. Company Profile

Entity Name: Urbanica Development LLC

Year Founded: 2010

Headquarters: 1000 5th Street, Suite 102, Miami Beach, FL 33139

Corporate Structure: Limited Liability Company (LLC)

Number of Employees: Approximately 45

Company Overview

Urbanica Development LLC ("Urbanica") is a Miami-based real estate development and hospitality company specializing in high-end mixed-use, residential, and hospitality projects. Founded in 2010, Urbanica has established a strong track record in conceptualizing, entitling, and delivering design-driven developments that combine architectural distinction with financial and operational excellence.

Urbanica operates under a vertically integrated model encompassing site acquisition, planning, zoning, architecture, construction oversight, financing, and property operations. The company has successfully executed multiple landmark developments in South Florida and continues to expand its footprint through strategic partnerships with world-renowned architects and hospitality brands.

Organizational Structure

Managing Partner: Diego Colmenero

Partner: Charlie Porchetto

Development Team: Project Managers, Construction and Finance Teams, Legal Counsel, Design and Marketing Divisions

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(An organizational chart is included in Appendix A.)

Professional Staff

Urbanica's team includes licensed architects, general contractors, real estate brokers, and certified project managers who oversee all aspects of development from conception to completion. Approximately 45 employees support Urbanica's portfolio, including onsite staff dedicated to active development and property management operations.

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2. Disclosure of Principals and Beneficial Owners

Name	Title	Ownership	Role
Diego Colmenero	Managing Partner	50%	Overseeing development, acquisitions, and capital structuring
Charlie Porchetto	Partner	50%	Overseeing operations, construction, and hospitality management

No other individuals or entities hold a direct or beneficial ownership interest in Urbanica Development LLC.

---

3. Experience and Team Qualifications

Key Personnel

Diego Colmenero – Managing Partner

Mr. Colmenero has over 20 years of experience in real estate development and investment. He oversees Urbanica's overall development strategy, including acquisitions, capital structuring, and design execution. His portfolio includes hotel, residential, and mixed-use projects throughout Miami Beach, City of Miami, and Buenos Aires, Argentina.

Charlie Porchetto – Partner

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Mr. Porchetto co-leads Urbanica's development and operations divisions. With a background in construction management and hospitality operations, he has directed the execution of Urbanica's flagship hotel portfolio and its transition into branded residential developments.

Esteban Javornik – Architect

Mr. Javornik is a licensed architect from Buenos Aires, Argentina, with extensive experience in residential, hospitality, and mixed-use design. He oversees architectural coordination, permitting, and design development for Urbanica's projects, ensuring aesthetic integrity and compliance with local zoning and building regulations.

Carl Fuentes – In-House General Contractor & Project Manager

Mr. Fuentes manages Urbanica's construction operations and serves as the in-house general contractor for multiple active projects. With a strong background in construction management, scheduling, and field coordination, he ensures all developments meet the company's quality and budgetary standards.

Representative Projects

- 6747 Collins Avenue Redevelopment (Miami Beach, FL) – Adaptive reuse and redevelopment of an oceanfront property into a branded luxury condominium project.
- 3200 Biscayne Boulevard, Miami, Florida. Design-forward residential development with 295 units combining world-class architecture.
- Urbanica Meridian Hotel – 73 key Hotel in Miami Beach combining a historic property with a modern building.
- The March Hotel: 30 Room Hotel with Restaurant onsite
- Upsun Hotel: 52 Key Restaurant with Restaurant onsite
- Kaskades Hotel: 30 key hotel with restaurant with Cafe.
- Alton Road residences: Two single family homes
- N Meridian Ave Residence: Luxury single family residence.

These projects exemplify Urbanica's ability to navigate complex entitlement processes, manage large-scale construction, and execute sophisticated financing structures.

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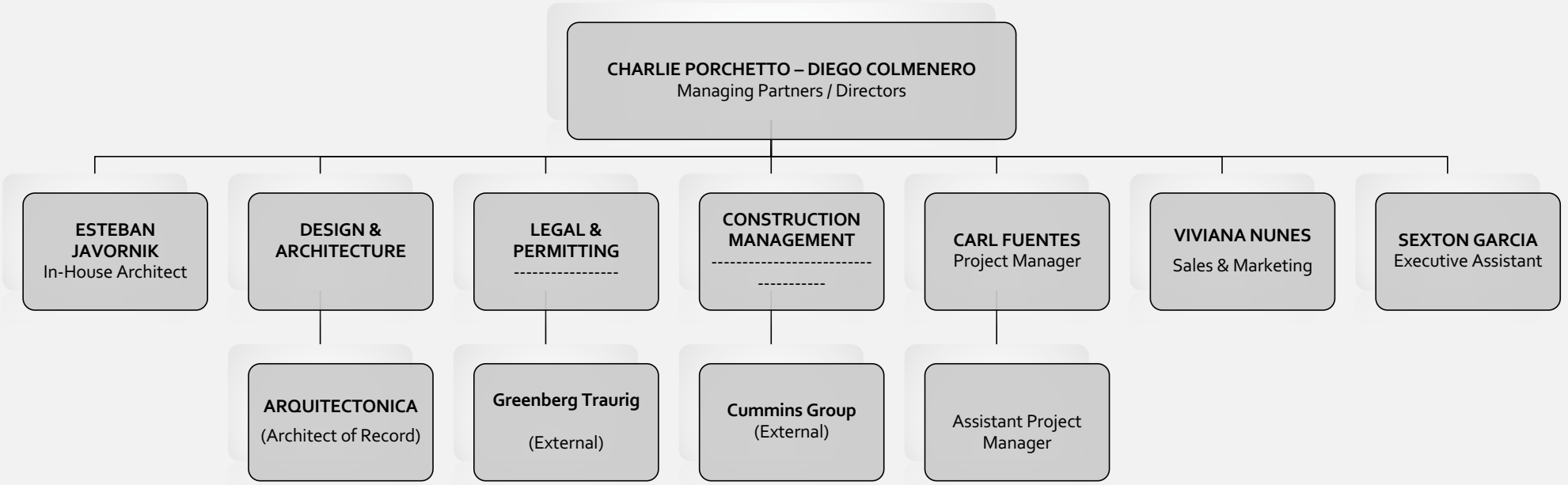
Exhibit A

Org Chart **Urbanica Development**



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FORM 2

COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Proposal is true, that your response to the RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFP for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Respondent's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

Urbanica Capital, LLC

Firm Name

1000 5th Street, Suite 102, Miami Beach, Florida 33139

Principal Business Address

305-377-6229 305-377-6222

Telephone Number Facsimile Number

gpenn@brzoninglaw.com/mtozian@brzoninglaw.com

Email Address

823007357

Federal I.D. No. or Social Security Number Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? 20

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

M19000011049 11/15/19

Document Number Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

Category License No. Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):

□ Individual □ Partnership □ Corporation ☑ LLC □ LLP □ Other

Please identify the Firm's primary business: Real estate development

Please identify the number of continuous years your Firm has performed its primary business: 20

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Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)
Diego Colmenero	Managing Partner	50%
Charlie Porchetto	Partner	50%

Please identify whether any of the owners/partners identified above are owners/partners in another entity:
□ No ☒ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)
Diego Colmenero	Urbanica Development LLC	50%
Charlie Porchetto	Urbanica Development LLC	50%

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: Urbanica Capital, LLC

Authorized Signature: Signed by: Diego Colmenero EFB1D3E208AC4D3... **Date:** 11/26/2025

Print or Type Name: Diego Colmenero **Title:** Managing Partner

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INTERAUDI | BANK

November 10, 2025

Carlos Mariano Porchetto and Roberto Diego Colmenero
1000 5th Street
Suite 102
Miami Beach, Florida 33139
United States

Dear Mr. Porchetto and Mr. Colmenero,

We, the Undersigned, INTERAUDI BANK, a NEW YORK STATE CHARTERED BANK, per your request certify that as of November 10, 2025, your personal and corporate accounts held at Interaudi Bank and Ameraudi Asset Management have a combined balance in excess of twenty-five million dollars.

If any further assistance is needed, please feel free to contact the undersigned.

Yours sincerely,

DocuSigned by:
Michael Audi
4D4CB1EFED924E4...
Michael Audi
Vice President

DocuSigned by:
Monica Mosquera
25EF6BB2FBF64D5...
Monica Mosquera
Assistant Vice President

It is understood that this declaration does not involve any responsibility on our part and that the undersigned shall not be held liable or responsible for or by reason of the contents of the present. If you are not the addressee indicated in this letter (or responsible for delivery to

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 11/20/2025

PROPERTY INFORMATION

Folio	23-3209-001-0151
Property Address	7915 EAST DR NORTH BAY VILLAGE, FL 33141-0000
Owner	C & D BAY VILLAGE LLC
Mailing Address	7915 E DR #1 NORTH BAY VILLAGE, FL 33141
Primary Zone	4000 MULTI-FAMILY - 63-100 U/A
Primary Land Use	0303 MULTIFAMILY 10 UNITS PLUS : MULTIFAMILY 3 OR MORE UNITS
Beds / Baths /Half	60 / 57 / 0
Floors	3
Living Units	41
Actual Area	48,372 Sq.Ft
Living Area	48,372 Sq.Ft
Adjusted Area	42,283 Sq.Ft
Lot Size	33,600 Sq.Ft
Year Built	1959

ASSESSMENT INFORMATION

Year	2025	2024	2023
Land Value	$9,744,000	$9,240,000	$4,032,000
Building Value	$2,817,033	$100,000	$2,582,000
Extra Feature Value	$170,825	$0	$0
Market Value	$12,731,858	$9,340,000	$6,614,000
Assessed Value	$7,414,202	$6,740,184	$6,127,440

BENEFITS INFORMATION

Benefit	Type	2025	2024	2023
Non-Homestead Cap	Assessment Reduction	$5,317,656	$2,599,816	$486,560

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION

HARBOR ISLAND
PB 44-72
LOTS 13 15 & 17
LOT SIZE 240 X 140
OR 19409-0486 1100 1



TAXABLE VALUE INFORMATION

Year	2025	2024	2023
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$7,414,202	$6,740,184	$6,127,440
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$12,731,858	$9,340,000	$6,614,000
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$7,414,202	$6,740,184	$6,127,440
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$7,414,202	$6,740,184	$6,127,440

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
12/30/2019	$100	31749-2062	Corrective, tax or QCD; min consideration
08/20/2008	$3,600,000	26550-1143	Other disqualified
06/01/2007	$0	25788-4607	Sales which are disqualified as a result of examination of the deed
06/01/2007	$0	25787-2954	Sales which are disqualified as a result of examination of the deed

The information contained herein is for ad valorem tax assessment purposes only. The Property Appraiser of Miami-Dade County is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser of Miami-Dade County and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at https://www.miamidadepa.gov/pa/disclaimer.page

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BEACHFRONT REALTY

Commercial Contract

1. **PARTIES AND PROPERTY:** URBANICA CAPITAL LLC ("Buyer") agrees to buy and C & D BAY VILLAGE LLC ("Seller") agrees to sell the property at:

Street Address: 7915 East Drive, North Bay VIllage FL, 33141

Legal Description: HARBOR ISLAND
PB 44-72
LOTS 13 15 & 17
LOT SIZE 240 X 140
OR 19409-0486 1100 1
COC 25788-4607 25858-3162 0707 3
COC 25858-3162 26230-3382 1207 3
FAU 23-3209-061-0001
FKA BAYVIEW VILLAGES AT NORTH BAY CONDO

and the following Personal Property: _____

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE:

(a) Deposit held in escrow by: **Louis A Supraski PA** ("Escrow Agent") (checks are subject to actual and final collection) $ [redacted]

Escrow Agent's address: 16666 NE 19th Ave, North Miami Beach, FL 33162 Phone: _____

(b) Additional deposit to be made to Escrow Agent
☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
☒ within 3 days after Effective Date **August 29th, 2025** $ [redacted]

(c) Additional deposit to be made to Escrow Agent
☑ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
☐ within ____ days after Effective Date $ _____

(d) Total financing (see Paragraph 5) $ _____

(e) Other $ _____

(f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid via wire transfer. $ Balance

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before **August 29th, 2025**, this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer** or _____. Calendar days, based on where the Property is located, will be used when computing all time periods. Other than time for acceptance and Effective Date as set forth above, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, ending or occurring on a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed will extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

Buyer (DS) (____) and **Seller** (DD) (____) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

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Form Simplicity

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(a) Closing Date: This transaction will be closed on June 30th, 2026 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) Location: Closing will take place in Miami-Dade County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

~~**5. THIRD PARTY FINANCING:**~~
~~**BUYER'S OBLIGATION:** On or before _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or $_____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:~~
~~_____.~~
~~**Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within ____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within ____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.~~

6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☑ statutory warranty deed ☐ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____
_____;
provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as _____.

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☐ **Seller's** ☒ **Buyer's** expense and within 5 days after Effective Date or at least _____ days before Closing Date deliver to **Buyer** (check one) ☑ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed

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insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

☑ **Seller** will, within 5 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

_____,

prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☑ **Buyer** will, at ☐ **Seller's** ☑ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☑ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed $_____ (1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check **(a)** or **(b)**)

☐ **(a) As Is: Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☑ **(b) Due Diligence Period: Buyer** will, at **Buyer's** expense and within 45 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer**

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will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☒ only with **Buyer's** consent ☐ without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: Buyer will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

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(f) Foreign Investment in Real Property Tax Act (FIRPTA): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have _____ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: Buyer or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,

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document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party

17. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

19. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☐ is not assignable ☐ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms **"Buyer," "Seller"** and "Broker" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

21. BROKERS: Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: Beachfront Realty Inc ,
(Company Name) (Licensee)

,
(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____

(b) Buyer's Broker: _____ ,

Buyer (_____) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

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Form Simplicity

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(Company Name) (Licensee)

_____,
(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller's Broker** ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ other (specify)

_____

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

☐ (A) Arbitration	☐ (E) Seller Warranty	☐ (I) Existing Mortgage
☐ (B) Section 1031 Exchange	☐ (F) Coastal Construction Control Line	☐ (J) Buyer's Attorney Approval
☐ (C) Property Inspection and Repair	☐ (G) Flood Area Hazard Zone	☐ (K) Seller's Attorney Approval
☐ (D) Seller Representations	☐ (H) Seller Financing	☐ Other _____

23. ADDITIONAL TERMS:

Property must be delivered free and clear of Liens, Violations, Open Permits, or anything that might otherwise constitute a title defect.

Seller shall acquire all available Transferable Development Rights ("TDRs") necessary to maximize the allowable density of the Property. Buyer shall fund such acquisition using any additional amounts required. If the TDR purchase cannot be completed within the initial forty-five (45) day Due Diligence Period, such period shall automatically extend as needed to finalize the acquisition.

a minimum of 16 TDR

As a condition for the Agreement to become effective ("going hard"), Buyer shall have posted one million dollars ($1,000,000) in escrow within 45 days after Effective Date

Such deposit shall remain frozen and fully refundable until Seller has successfully acquired and transferred all required TDRs to Buyer's satisfaction. If the TDRs are not received, the deposit shall be returned to Buyer and the Contract shall be deemed terminated without further obligation by either party. If the TDRs are received, the deposit shall become non-refundable and released to Seller upon expiration of the Due Diligence Period.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

Buyer (_____) (_____) and **Seller** (DS DD) (_____) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

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Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

_____ Date: 09/02/25
(Signature of Buyer)

Carlos Porchetto _____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title: _____ Telephone: _____

_____ Date: _____
(Signature of Buyer)

_____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title: _____ Telephone: _____

Buyer's Address for purpose of notice _____

Facsimile: _____ Email: _____

DocuSigned by: Danilo Damolin D0E5C17FCD694DD... Date: 8/29/2025
(Signature of Seller)

Danilo Damolin _____ Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: _____ Telephone: _____

_____ Date: _____
(Signature of Seller)

_____ Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: _____ Telephone: _____

Seller's Address for purpose of notice: _____

Facsimile: _____ Email: _____

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Buyer (CP) (_____) and **Seller** (DD) (_____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

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Commission Agreement

COMPASS

C & D BAY VILLAGE ("**Seller/Landlord**")
agrees that brokerage COMPASS FLORIDA LLC AND BEACHFRONT REALTY ("**Broker**")
may show and will use diligent effort to (**Check as applicable**) ☒ sell ☐ lease **Seller's/Landlord's** Property located at
7915 EAST DRIVE, NORTH BAY VILLAGE FL 33141 ("Property")
to UBANICA CAPTIAL LLC ("Consumer").
(Name optional, complete if applicable.)

Brokerage commissions are not set by law and are fully negotiable.

In the event the Property is (**Check as applicable**) ☒ sold, optioned, or contracted to be sold ☐ leased to Consumer, or any other prospect procured by **Broker**, on August 26, 2025 [date] or within _____ days (180 days if blank) thereafter, **Seller/Landlord** agrees to pay **Broker**:

☐ $_____
☐ 3 % of the gross purchase price of the Property.
☐ _____% of the gross lease value of a lease executed regarding the Property.
☐ other (specify) _____

Seller/Landlord will pay **Broker's** fee in the event of sale, at time of closing the sale; or in the event of lease, at time of lease execution. **Broker's** fee is due if **Seller/Landlord** defaults on an executed sales contract or lease with Consumer or if **Seller/Landlord** agrees with Consumer to cancel an executed sales contract or lease. In any litigation arising out of this agreement, the prevailing party will be entitled to recover from the non-prevailing party reasonable attorney's fees, costs, and expenses.

If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

If the Property is commercial real estate as defined by Section 475.801, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Leasing Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your interest in the property for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

seller

Additional Terms: Commission payable on [redacted] Gross Purchase Price By ~~Urbanica Capital LLC~~ and only to be paid in the event of a successful closing. Commission split between Compass and Beachfront Realty is 50/50

Seller/Landlord _____ Date _____

DocuSigned by:
Danilo Damolin
D0E5C17FCD694DD...

Seller/Landlord _____ Date 8/29/2025

Broker or Authorized Associate _____ Date _____

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Construction Project Summary – 30-Story Residential Tower

Zone	Floors	Use	Key Details
30–12	19	Residential	70 units, 204,000 SF net saleable, 80,000 SF terraces
11	1	Amenities Level	Gym, lounge, pool deck (~14,000 SF)
10–6	5	Parking Podium	75 spaces, ~18,900 SF/floor
5	1	Mechanical / Back-of-House	Building systems and MEP
4	1	Residential Access / Support	Private entry and elevators
1	1	Oceanfront Garden Suites	6–8 private ocean rooms (~400–600 SF each)
Roof	-	Mechanical / Roof Deck	~12,000 SF enclosure

Total Building Area: ~470,000 SF
Total Floors: 30
Residential: 19 floors (70 units)
Amenities: 1 floor (~14,000 SF)
Parking: 5 floors (~75 spaces)
Ocean Rooms: 6–8 suites on the ground floor facing the ocean (~400–600 SF each)
Mechanical: Roof + 1 floor (~12,000 SF)

Docusign Envelope ID: 4D7B4268-F002-451B-B275-5DC35CC97579

Construction Project Timeline – Revised Phases

Phase	Duration	Timeline (Months)	Key Deliverables
Predevelopment & Entitlement Phase	6 months	1–6	Design development, entitlements, and project approvals
Construction Planning	6 months	7–12	Construction documents, bids, and scheduling
Permitting Phase	6 months	13–18	Permitting process, revisions, and final approvals
Construction Phase	24 months	19–42	Full construction to completion and occupancy

Total Project Duration: **42 months**
- 6 months predevelopment and entitlement
- 6 months construction planning
- 6 months permitting
- 24 months construction

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BERCOW RADELL FERNANDEZ LARKIN + TAPANES
ZONING, LAND USE AND ENVIRONMENTAL LAW

200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131
www.brzoninglaw.com
305.377.6229 office
305.377.6222 fax

VIA ELECTRONIC MAIL

November 25, 2025

Frank Rollason
Village Manager
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, Florida 33141

RE: Proposed Purchase of Transfer of Development Rights for Property Located at Approximately 7915 East Drive, North Bay Village, Florida (Folio number 23-3209-001-0151).

Dear Mr. Rollason:

This law firm represents Urbanica Capital, LLC (the "Applicant"), the contract purchaser of the property located at approximately 7915 East Drive in the City of North Bay Village (the "Village") and identified by Miami-Dade County Folio No. 23-3209-001-0151 (the "Property"). Please consider this the Applicant's letter request to enter into an agreement with the Village for the purchase of sixteen (16) units of transferred development rights ("TDRs") from Village-owned properties. The Applicant is contemplating a redevelopment project for the Property and desires to purchase the necessary TDR rights as soon as possible.

The Property. The Property is located on the east side of East Drive. The Property is approximately 33,600 square feet (0.77 acres) in size and is currently developed with an apartment building constructed in 1959.

Land Use and Zoning. According to the City of North Bay Village Future Land Use Map, the Property is designated "High Density Multi-Family Residential." The Property is zoned "RM-70" according to the North Bay Village Zoning Map.

Proposed Redevelopment. The Applicant has entered into a purchase contract with the existing owner of the Property in order to redevelop the parcel with a first class multifamily development. The Applicant contemplates development at up to ninety (90) units per acre, which would require the use of transferred development rights.

Docusign Envelope ID: 4D7B4268-F002-451B-B275-5DC35CC97579

TDR Sale Process and Request. As you know, the Village regulations contemplate two processes for the sale of TDRs – either an agreement entered into at the time of site plan or a more streamlined process that can be opened by the Village Commission. A recent request for proposals on Harbor Island resulted in no bids in 2025.

The Applicant has concluded that purchasing the necessary units now, outside of the site plan review process, will provide the assurances needed for its project.[1] Accordingly, the Applicant hereby requests that the Village consider entering into an agreement for the sale of sixteen (16) units[2] to the Applicant with the following requirements:

1. Each TDR unit will be priced at $150,000, for a total payment of $2,400,000.

2. The Applicant will be required to complete the purchase of the units and pay the Village in full within sixty (60) days of the execution of the agreement.

3. The TDRs will be assigned to the Property but the Applicant will be eligible to later convey the TDRs pursuant to Section 8.13(E)(4) of the Village's Unified Land Development Code.

Conclusion. The Applicant believes that the proposed agreement will serve both the interests of the Village and the Applicant. The Village will be secure additional funds in a timely fashion. In exchange, the Applicant will receive the assurance that the units necessary for the proposed development of the Property are secured before it commits to the time and expense of the site plan process. If you have any questions with regard to this request, please send me an email at gpenn@brzoninglaw.com or call me at 305-377-6229.

Sincerely,

Graham Penn

[1] As provided in Section 8.13(E)(4) of the Unified Land Development Code, the Applicant understands that the purchase of TDRs will not entitle the Applicant to site plan approval for any particular project.

[2] Sixteen (16) units would allow for the development of up to 70 units on the Property, which represents 90 units per acre, the maximum permitted under the Village's Comprehensive Plan.

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FORM 12
PRICE PROPOSAL

Property(ies) within North Bay Village jurisdictional limits owned by the Respondent:

Address(es): 7915 East Drive

Folio No(s).: 23-3209-001-0151

TDRS Available for Sale: 24 **Minimum Sale Price:**[1] **$150,000 for Waterfront Properties**
$125,000 for Non-Waterfront Properties

Number of TDRs to be purchased by Respondent:

Line 1: 16

TDR Purchase Price (stated in US dollars per TDR):

Line 2: $ $150,000 /TDR

Total Purchase Price (Line 1 multiplied by Line 2 should equal the amount stated in Line 3 in US Dollars):

Line 3: $ $2,400,000 (this amount is exclusive of transaction costs and fees)

Timing of Payments:

Deposit Date: 30 days (at minimum, to be deposited within 30 days of Village Commission's award approval)

Deposit Amount: $ 240,000 (at minimum, 10% of the amount set forth in Line 3)

Balance Date: 150 (at minimum, no later than 150 days after Village Commission's award approval)

Balance Amount: $ 2,160,000

The undersigned hereby agrees that if awarded by the Village Commission, the undersigned will purchase the TDRs at the prices and terms stated subject to all instructions, conditions, specifications, addenda, and conditions contained in the RFP. The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded an agreement by the Village. The undersigned further certifies that he/she has read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the Respondent hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Insert Firm Name: Urbanica Capital, LLC

Authorized Signature: Diego Colmenero EFB1D3E208AC4D3... **Title:** Managing Partner

Print or Type Name: Diego Colmenero **Date:** 11/26/2025

[1] The minimum sales price of the TDRs for sale pursuant to this RFP was set by the Village Commission at its March 18, 2025 meeting.

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URBANICA PORTFOLIO

URBANICA DEVELOPMENT

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WHO WE ARE

REDIFINING REAL ESTATE WITH INNOVATION

Urbanica is a leading real estate development company that prides itself on innovation and a modern approach. With a vertically integrated structure, we oversee every step of the development process, from site selection and investments to project and property management.

Our portfolio spans residential buildings, restaurants, condominiums, homes, and hotels. What sets us apart is our unwavering commitment to originality. We constantly push boundaries, introducing fresh and captivating designs to each of our developments.

Redefining the real estate landscape through innovation, Urbanica creates exceptional spaces that inspire and elevate the way people live, work, and play.

Over
20
Years Of Experience

In Excess of
$1B
in Transaction Value

Involved in over
250
Transactions

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URBANICA

DESTINATION

Miami

HOTELS/RESIDENCES

6

The Meridian Hotel
The March Hotel
The Upsun Hotel
Mimet Residences
(Coming Soon)
North Bay Village Residences
(coming soon)
Biscayne Residences
(coming soon)

FOOD & BEVERAGE

5

Minibar
Regina's Grocery
Orilla Bar & Grill
Artîse
(coming soon)
Brezza
(coming soon)

DESTINATION

Buenos Aires

HOTELS

2

The Suites Hotel
The Libertador Hotel

FOOD & BEVERAGE

2

Orilla Restaurant & Bar
Piso 13 Lounge Bar

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MIAMI



Docusign Envelope ID: 4D7B4268-F002-451B-B275-5DC35CC97579

URBANICA THE MERIDIAN HOTEL

73 Rooms
Regina's Grocery
Minibar
Chill - Out Room
Pool & Sundeck

---

418 Meridian Ave, Miami Beach,

A transformed 1930's landmark in the exclusive South of Fifth neighborhood houses Urbanica The Meridian Hotel where a modern design meets the local color of Miami Beach.The quirky neighborhood cocktail bar Minibar and the Brooklyn-Italian deli Regina's are mainstays of the community, where visitors regularly mix with locals.



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THE MARCH HOTEL

30 rooms
Orilla Bar & Grill

426 EUCLID AVE, MIAMI BEACH

A new boutique hotel property and our 2nd property South of Fifth, is anchored by Fernando Troccas Orilla Bar & Grill the sister restaurant to the original Orilla in Buenos Aires.

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UPSUN HOTEL

52 Rooms
Rooftop Pool
35 Parking Spaces

803 5th Street, Miami Beach.

The Upsun Hotel is the newest gem in the Urbanica Collection that offers modern minimalist rooms and a beautiful rooftop pool deck that provides of all South Beach.



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MIMET

60 units
Lobby Lounge
Beach Club
2 Pools
Fitness Center
Wellness Spaces
Artise (Restaurant)
Brezza (Restaurant - Bar)

6747 Collins Ave, Miami Beach

Situated on one of Miami Beach's last waterfront lots, this extraordinary oasis spans an acre over the water in North Beach, a rapidly growing area. Designed by renowned firm Arquitectonica, the residence will offer 60 luxurious units wellness center, beach and pool club, and multiple food and beverage outlets led by a Michelin-starred chef.

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URBANICA BISCAYNE RESIDENCES

3200 Biscayne Blvd, Miami

Introducing a 30-residence building in Edgewater, featuring world-class amenities such as a wellness center, pool, and lounge areas.

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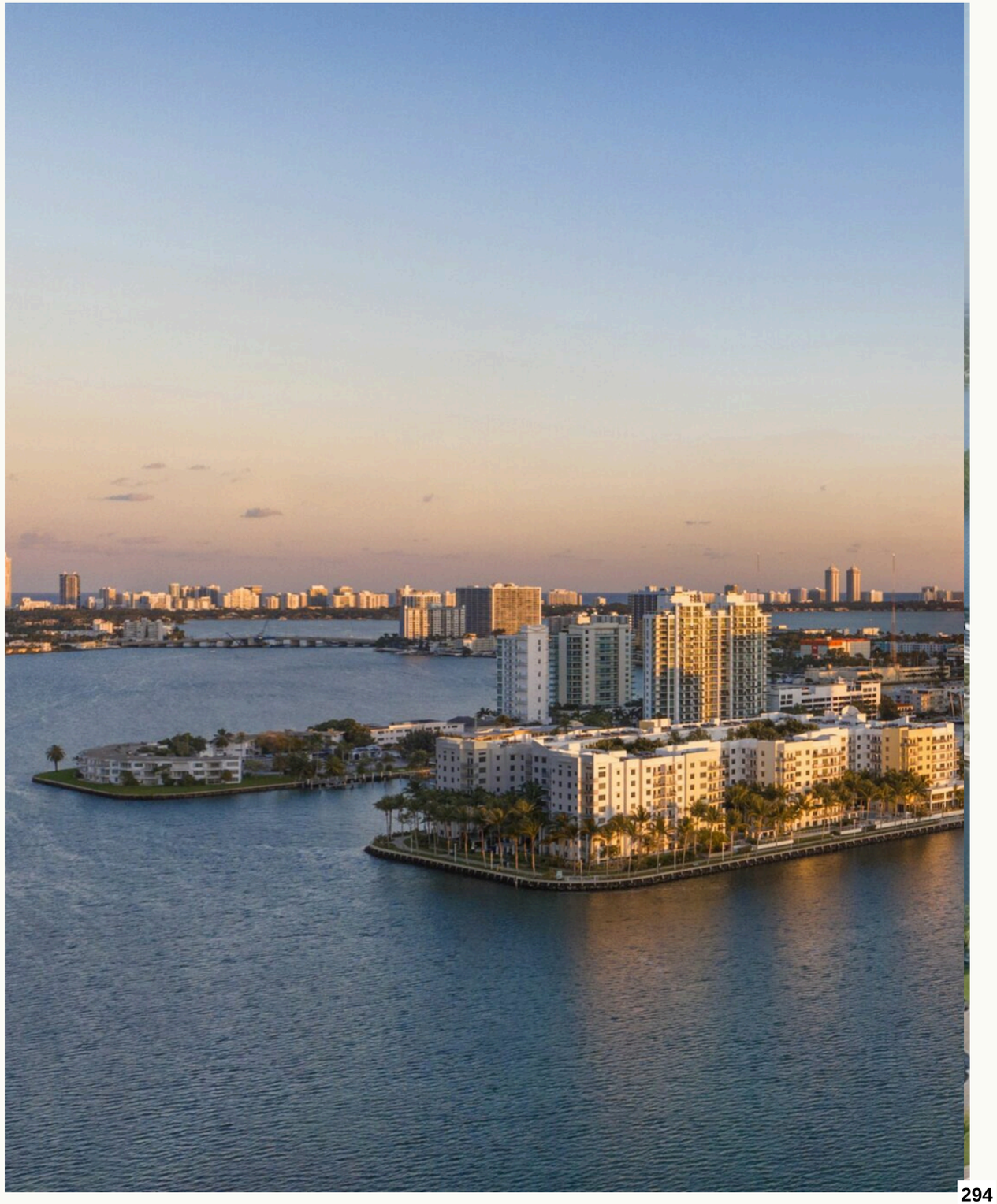
URBANICA NORTH BAY VILLAGE RESIDENCES

70 Units
Waterfront

7945 East Drive, North Bay Village

70-unit residential building in North Bay Village featuring premium amenities, including a wellness center, pool, and waterfront views.



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MINIBAR

A flashy cocktail bar that packs a lot of *personality* into a tiny space.

Miami, Florida.

Located in the quaint South of Fifth area at Urbanica The Meridian Hotel, Minibar it's the perfect spot to host an intimate event. Minibar provides fresh mid-century lounge with a sexycontemporary twist. Inside, it's gem-like colors and jungle-like atmosphere has been described as a "Parisian speakeasy in Bali."

The outside patio has a very comfortable Art Deco look, a beautiful setting to enjoy cocktails under the stars.

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REGINA'S GROCERY

New York City's well-known *Italian sandwich shop*, opened its first Florida location.

Miami, Florida.

New York city's renowned Italian sandwich shop first outpost at Urbanica The Meridian Hotel. Originating in the Lower East Side of New York, Regina's Grocery is the brainchild of Roman Grandinetti and his mother Regina. The two collaborated to take their love for authentic Italian food and their need to share it with Manhattan. Using high quality, organic, Italian ingredients, and incorporating them into some Italian favorites such as Chicken Parmesan, all sandwiches are made fresh daily with locally sourced charcuterie, and fresh bread .

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ORILLA BAR & GRILL

Chef driven modern *steakhouse*
by Fernando Trocca.

Arriving by way of Buenos Aires, Orilla Bar & Grill offers a menu of South American & European inspired global cuisine at Urbanica The Euclid Hotel. Known for his international work in cities such as London, Mexico, New York to name a few, Chef Trocca lead the kitchen and drive the menu.

Divided into sections from small to large plates, the menu will feature a variety of dishes showcasing a simple, unpretentious and elegant cuisine using seasonal local ingredients and top quality steak cuts. The menu is very approachable, with dishes that are familiar but executed to the highest standards.

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ARTÎSE

A departure from traditional fine dining's intricacies, a straightforward yet refined approach to the culinary experience, emphasizing pure flavors and thoughtful presentation.

A French Mediterranean culinary experience from world renowned chef Mauro Colagreco, reimagining traditional dishes from the French Riviera regions. With a focus on ancient recipes infused with modern flair, the culinary concept blends simplicity and elegance to create comforting yet visually stunning dishes

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BREZZA

Where joy and shared moments flourish,

A vivid and vibrant concept that captures the essence of joy and shared moments, drawing inspiration from idyllic Sunday lunches on the Mediterranean coast scented by the sea breeze.

The concept aims to create a familiar setting, offering a hybrid and dynamic space with a swift yet delightful healthy dining experience. At Brezza, we embrace the spirit of all-day dining, ensuring fast and easy service without compromising on quality. A relaxed atmosphere, where guests can unwind and connect without the burden of complexity.

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BUENOS AIRES

Docusign Envelope ID: 4D7B4268-F002-451B-B275-5DC35CC97579



URBANICA THE SUITES HOTEL

29 rooms
Orilla Restaurante & Bar

Buenos Aires, Argentina

Urbanica The Suites Hotel was the first hotel property to introduce Urbanica's distinct tradition of warmth and simple luxury to Buenos Aires. Acclaimed Argentinian chef Fernando Trocca's eatery Orilla serves a well-executed South American and European inspired menu in a lively atmosphere, to the delight of locals and tourists alike.

Docusign Envelope ID: 4D7B4268-F002-451B-B275-5DC35CC97579



URBANICA THE LIBERTADOR HOTEL & OFFICES

55 rooms
Piso 13 Lounge & Bar
Starbucks
2 Meeting Rooms
Pool & Sundeck

Av del Libertador 5690, Buenos Aires,

As a mixed-use development, it seamlessly integrates retail spaces, parking facilities, and offices, ensuring convenience and efficiency. One of the hotel's standout features is the awe-inspiring guest lounge situated on the 13th floor, aptly named "piso 13," just below the breathtaking rooftop

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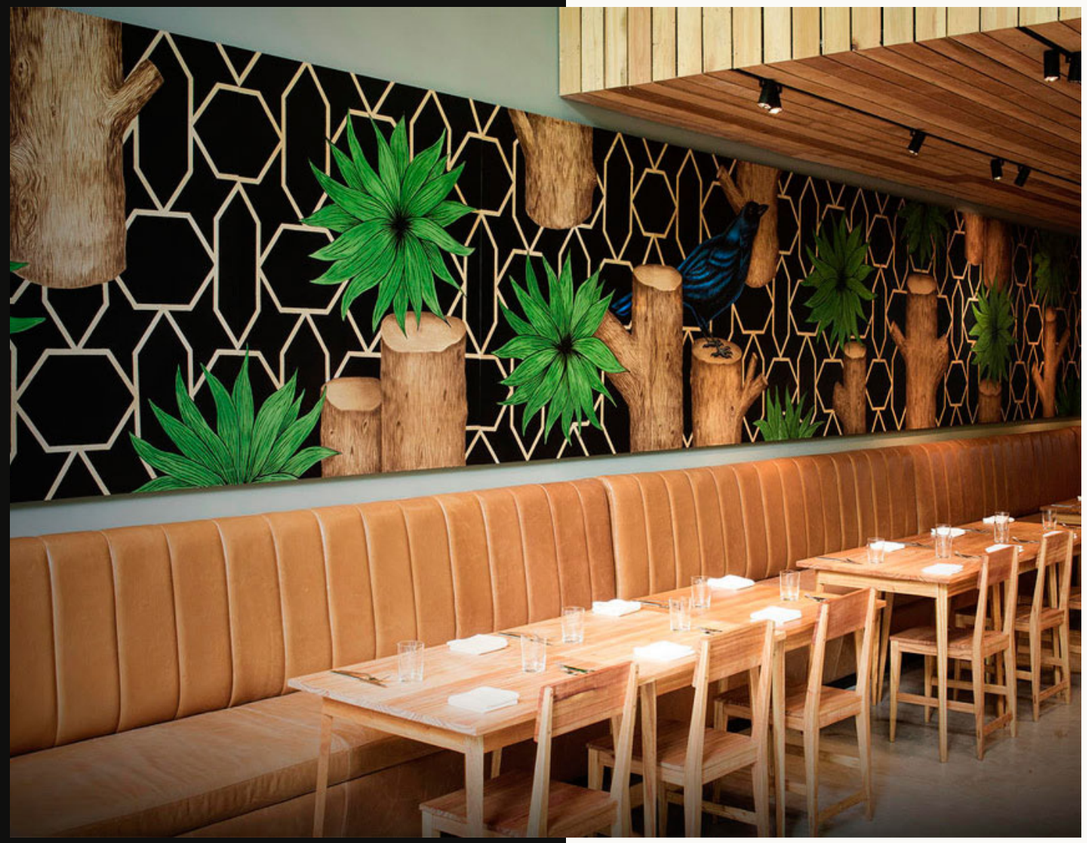

ORILLA RESTAURANTE & BAR

A most unique *dining* adventure.

A culinary experience created by world-renowned chef and restaurateur Fernando Trocca and restaurateur Martin Pittaluga at Urbanica The Suites Hotel.

Orilla features a table around an open kitchen. Those who choose so, will experience the heart of a restaurant, “It is the place where everything happens.” A most unique dining adventure.

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PISO 13

Good drinks, *good food* .

A culinary and drink experience. Located a the top of The Libertador Hotel, Piso 13 is designed for a good time. Stylishly furnished, it sits high above Buenos Aires and offers good drinks, good food and even better company. Lounge around, grab a bite, have some drinks by the rooftop pool which boasts spectacular views of the city.

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URBANICA_
DEVELOPERS

Urbanica is a leading real estate development company that prides itself on innovation and a modern approach. With a vertically integrated structure, they oversee every step of the development process, from site selection and investments to project and property management.

Their portfolio spans residential buildings, restaurants, condominiums, homes, and hotels. Redefining the real estate landscape through innovation, Urbanica creates exceptional spaces that inspire and elevate the way people live, work, and play.



Over
20
Years Of Experience

In Excess of
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URBANICA.US

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FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of Urbanica Capital, LLC a business existing under the laws of the State of Florida, ("Entity") held on November 26, 2025, the following resolution was duly passed and adopted:

"RESOLVED, that, Diego Colmenero, as managing partner of the Entity, be and is hereby authorized to execute this Proposal dated November 26, 2025, on behalf of the Entity and submit this Proposal to North Bay Village, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this 26 day of November, 2025.

Secretary: _____
Print Name: _____

President: Signed by: Diego Colmenero EFB1D3E208AC4D3...
Print Name: Diego Colmenero, managing partner

(Seal)

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FORM 4

ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

_____ Addendum 1	_____ Addendum 6
_____ Addendum 2	_____ Addendum 7
_____ Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

No Addenda published for this RFP.

Firm: Urbanica Capital, LLC

Authorized Signature: Signed by: Diego Colmenero EFB1D3E208AC4D3... **Date:** 11/26/2025

Print or Type Name: Diego Colmenero **Title:** Managing Partner

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FORM 5
SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR PROPOSER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR PROPOSER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR PROPOSER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

Urbanica Capital, LLC
NAME OF PROPOSING OR BIDDING ENTITY

By: Diego Colmenero - Managing Partner
INDIVIDUAL'S NAME AND TITLE

8320077357
FEIN OF PROPOSING OR BIDDING ENTITY

Date: November 26, 2025

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Initial
DC
Respondent Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after

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July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with or convicted of a public entity crime subsequent to July 1, 1989.

□ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

□ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to

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entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Initial

DC

Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

Initial

DC

Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board member, or employee of North Bay Village (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Respondent, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Initial

DC

Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Respondent has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;

Docusign Envelope ID: 4D7B4268-F002-451B-B275-5DC35CC97579

2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Respondent, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Respondent, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Respondent, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Respondent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against North Bay Village or any person interested in the proposed Contract.

Initial
DC
_____
Respondent Initials

Scrutinized Companies

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel as defined in Section 215.4725, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or engage in a boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for one million dollars or more, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and are not engaged in business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engage in business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Initial
DC
_____
Respondent Initials

Acknowledgment, Warranty, and Acceptance

1. Respondent warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Respondent warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.

Docusign Envelope ID: 4D7B4268-F002-451B-B275-5DC35CC97579

3. Respondent warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Manager.
4. Respondent warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the Proposals.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Initial

DC

Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)
Diego Colmenero	1000 5th Street Miami Beach, FL 33139	Urbanica Capital, LLC
Charlie Porchetto	1000 5th Street Miami Beach, FL 33139	Urbanica Capital, LLC

Docusign Envelope ID: 4D7B4268-F002-451B-B275-5DC35CC97579

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address
N/A	

Initial
DC
Respondent Initials

Truth in Negotiation Certificate

The Respondent hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Respondent further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Village, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with North Bay Village, Florida.

Initial
DC

Docusign Envelope ID: 4D7B4268-F002-451B-B275-5DC35CC97579

Respondent Initials

Prohibition on Contingent Fees

The Respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this Request for Proposals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Respondent is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with North Bay Village, Florida. Respondent understands that for the breach or violation of this provision, the Village shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

Initial
DC
Respondent Initials

Prohibition Against Consideration of Social, Political, or Ideological Interests

Pursuant to Section 287.05701(2), Florida Statutes, the Respondent acknowledges that the Village has not requested documentation of or considered the Respondent ’s social, political, or ideological interests to determine if the Respondent is a responsible proposer. In addition, the Respondent acknowledges that the Village has not and will not given preference to any proposer based on their social, political, or ideological interests.

Initial
DC
Respondent Initials

Prohibition on Use of Coercion for Labor or Services

The Respondent warrants and attests under penalty of perjury that he or she does not and will not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined under Section 787.06(2)(a), Florida Statutes, the term “coercion” means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by an person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;

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4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

The undersigned Respondent is furnishing this statement pursuant to Section 787.06(13), Florida Statutes, for the undersigned firm to be considered for award of an agreement by North Bay Village, Florida. Respondent understands that for the breach or violation of this provision, the Village shall have the right to terminate the resulting agreement without liability. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein, and shall remain in effect during the term of the resulting agreement and any subsequent contract renewal or extension.

Initial
DC
_____
Respondent Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page.

Docusign Envelope ID: 4D7B4268-F002-451B-B275-5DC35CC97579

In the presence of:

Signed by: Stephanie Thelemaque
8BDE5501944D9...

Witness #1 Print Name: Stephanie Thelemaque

Signed by: Betty LLerena
EE156642FF58424...

Witness #2 Print Name: Betty LLerena

Signed, sealed and delivered by:

Signed by: Diego Colmenero
EFB1D3E208AC4D3...

Print Name: Diego Colmenero

Title: Managing Partner

Firm: Urbanica Capital, LLC

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

The foregoing instrument was acknowledged before me by means of ___ physical presence or X online notarization, this 26 day of November, 20 25, by D. Colmenero (name of person) as managing partner (type of authority) for Urbanica Capital LLC _____(name of party on behalf of whom instrument is executed).

Signed by:
DCA6349557694A4...

Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or

_____Produced identification (Type of Identification:_____)

_____Did take an oath; or

_____Did not take an oath

DIANA RAMOS
NOTARY PUBLIC
STATE OF FLORIDA
Commission #HH386927
My Commission Expires 4/16/2027
ONLINE NOTARY

Docusign Envelope ID: 4D7B4268-F002-451B-B275-5DC35CC97579

FORM 5-A

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, North Bay Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The Respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By submitting a response to this RFP and signing below, the Respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☑ **Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.**

In the presence of:

Signed by: Stephanie Thelemaque
9DDF559501944D9...

Witness #1 Print Name: Stephanie Thelemaque

Signed by: Betty LLerena
EE156642FF58424...

Witness #2 Print Name: Betty LLerena

Signed, sealed and delivered by:

Signed by: Diego Colmenero
EFB1D3B209AC4D3...

Print Name: Diego Colmenero

Title: Managing Partner

Firm: Urbanica Capital, LLC

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

The foregoing instrument was acknowledged before me by means of ___ physical presence or X online notarization, this 26 day of November, 2025, by D. Colmenero (name of person) as managing partner (type of authority) for Urbanica Capital LLC _____(name of party on behalf of whom instrument is executed).

Signed by:
DCA6349557694A4...

Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or

_____ Produced identification (Type of Identification:_____)

_____ Did take an oath; or

_____ Did not take an oath

DIANA RAMOS
NOTARY PUBLIC
STATE OF FLORIDA
Commission #HH386927
My Commission Expires 4/16/2027
ONLINE NOTARY

Docusign Envelope ID: 4D7B4268-F002-451B-B275-5DC35CC97579

My Company Profile

Company Information

Company Name
Urbanica Capital LLC

Doing Business As (DBA) Name

Company ID
2926469

Enrollment Date
Nov 25, 2025

Employer Identification Number (EIN)
832007357

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees
1 to 4

NAICS Code
531

Sector
Real Estate and Rental and Leasing

Subsector
Real Estate

Edit Company Information

Docusign Envelope ID: 4D7B4268-F002-451B-B275-5DC35CC97579

FORM 5-C

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. Urbanica Capital, LLC ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Signed by: Stephanie Thelemaque 0BDF55950194...

Witness #1 Print Name: Stephanie Thelemaque

Signed by: Betty LLerena EE156642FF58424...

Witness #2 Print Name: Betty LLerena

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Signed by: Diego Colmenero EFB1D3E208AC4D3...

Print Name: Diego Colmenero

Title: Managing Partner

Entity Name: Urbanica Capital, LLC

OATH OR AFFIRMATION

State of Florida
County of Miami-Dade

Sworn to (or affirmed) and subscribed before me by means of physical presence or ☐ online notarization, this 26 day of November, 2025, by D. Colmenero (name of person) as managing partner (type of authority) for Urbanica Capital LLC _____ (name of party on behalf of whom instrument is executed).

Signed by: DCA6349557694A4...

Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

DIANA RAMOS
NOTARY PUBLIC
STATE OF FLORIDA
Commission #HH386927
My Commission Expires 4/16/2027
ONLINE NOTARY

Docusign Envelope ID: 4D7B4268-F002-451B-B275-5DC35CC97579

FORM 7

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO __X_____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO __X_____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO __X_____

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Respondent or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for North Bay Village.

Firm: Urbanica Capital, LLC

Authorized Signature: Signed by: Diego Colmenero EFB1D3E208AC4D3... **Date:** 11/26/2025

Print or Type Name: Diego Colmenero **Title:** Managing Partner

Docusign Envelope ID: 4D7B4268-F002-451B-B275-5DC35CC97579

FORM 11

IRS FORM W-9

Please visit the following link for information about IRS Form W-9:
https://www.irs.gov/forms-pubs/about-form-w-9

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:
https://www.irs.gov/pub/irs-pdf/fw9.pdf

☑ **Check here to confirm IRS Form W-9 has been submitted as part of the response.**

Firm: Urbanica Capital, LLC

Authorized Signature: Signed by: Diego Colmenero EFB1D3E208AC4D3... **Date:** 11/26/2025

Print or Type Name: Diego Colmenero **Title:** Managing Partner

Docusign Envelope ID: 4D7B4268-F002-451B-B275-5DC35CC97579

INTERNAL REVENUE SERVICE

IRS

FAX TRANSMISSION
Cover Sheet

Date: August 27, 2019

To: Roberto C.

Address/Organization:

Fax Number: (305) 864-6740 Office Number:

From: Mrs. Daniels

Address/Organization: Internal Revenue Service

Fax Number: Office Number: 859-320-3438

Number of pages: 2 *Including cover page*

Subject:

This communication is intended for the sole use of the individual to whom it is addressed and may contain confidential information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited by the provisions of the Internal Revenue code. If you have received this communication in error, please contact the sender immediately by telephone. Thank you.

Docusign Envelope ID: 4D7B4268-F002-451B-B275-5DC35CC97579

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0248758219
Aug 27, 2019 LTR 147C
83-2007357

URBANICA CAPITAL LLC
ROBERTO D COLMENERO MBR
418 MERIDIAN AVE
MIAMI BEACH FL 33139-6520 189

Taxpayer Identification Number: 83-2007357

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of August 27th, 2019.

Your Employer Identification Number (EIN) is 83-2007357. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

MRS. DANIELS
1000195844
Customer Service Representative

Docusign Envelope ID: 4D7B4268-F002-451B-B275-5DC35CC97579

FORM 1

PROPOSAL CHECKLIST

[X] Form 1: Proposal Checklist

[x] Form 2: Company Qualifications Questionnaire

[X] Form 3: Certificate of Authority (Complete one of the two forms as applicable)

[x] Form 3A: Certificate of Authority (for Corporations or Partnerships)

[ ] Form 3B: Certificate of Authority (for Individuals)

[X] Form 4: Acknowledgment of Addenda

[X] Form 5: Single Execution Affidavit

[x] Form 5-A: E-Verify Affidavit

N/A Form 5-B: [INTENTIONALLY OMITTED]

[x] Form 5-C: Affidavit Re Prohibition on Contracting with Entities of Foreign Countries of Concern

N/A Form 6: [INTENTIONALLY OMITTED]

[x] Form 7: Dispute Disclosure

N/A Form 8: [INTENTIONALLY OMITTED]

N/A Form 9: [INTENTIONALLY OMITTED]

[X] Form 11: IRS Form W-9

[X] Form 12: Price Proposal

N/A Form 13: [INTENTIONALLY OMITTED]

[ ] Form 14: Statement of No Bid (do not include if submitting a response to solicitation)

Firm: Urbanica Capital, LLC **Date:** 11/26/2025

Authorized Signature: Signed by: Diego Colmenero EFB1D3E208AC4D3...

Print or Type Name: Diego Colmenero **Title:** Managing Partner

North Bay Village Transfer of Development Rights Pool Tracker

July 18, 2025

Table 1

Village-Owned Property with MFR Development Rights	Area (square feet / acres)	Current Future Land Use Designation	Current Zoning	Zoned Residential Density	Allocated Development Rights @ 70 units/acre	Approved Transfers	Date Approved	Buyer	Transferred to	Development Rights Remaining	TDR Requests (in the pipeline, not approved)
HARBOR ISLAND											
Civic Park	32,169 / 0.738	Parks and Rec	GC	70 du/ac	**51.7**	10.2 37 4.5	12/12/23 7/18/24 7/18/24	S2 NBV, LLC GranVita Realty Group Treasure Island Development Company, LLC	7913-7915 West Drive 7927-7931 East Drive 8000 East Drive	**0**	N/A
Vogel Park	22,400 / 0.514	Parks and Rec	RM-70	70 du/ac	**35.9**	6.8 [1] 16.0 11.8 1.3	10/24/17 9/28/23 12/12/23 7/18/24	P&O Global Technologies 7940 NBV Partners, LLC S2 NBV, LLC Treasure Island Development Company, LLC	7918 West Drive 7938-7940 West Drive 7913-7915 West Drive 8000 East Drive	**0**	N/A
Sakura	31,734 / 0.728	Commercial	T6-24MU	70 du/ac	**50.9**	50.9	7/18/24	Treasure Island Development Company, LLC	8000 East Drive	**0**	N/A
Total TDRs remaining/available in Harbor Island										**0**	
TREASURE ISLAND											
Galleon Street	48,000 / 1.10	Parks and Rec	RM-40	40 du/ac	**44.2**	19.5	7/18/24	Treasure Island Development Company, LLC	8000 East Drive	**24.7**	
Total TDRs remaining/available in Treasure Island										**24.7**	
Total TDRs remaining/available in North Bay Village										**24.7**	

[1] Transfer approved prior to the elimination of development right allocations based on unit sizes (see Ordinance No. 2022-012).

North Bay Village
HEART OF THE BAY

North Bay Village Transfer of Development Rights Pool Tracker

July 18, 2025

Table 2

Applicant	Project	Address	TDR Request	Approval Date	Resolution No.	Transferred From
P&O Global Technologies	7918 West Drive	7918 West Drive | Harbor Island	6.8	10/24/2017	2017-093	Vogel Park
7940 NBV Partners, LLC	7940 West Drive	7938-7940 West Drive | Harbor Island	16	9/28/23	2023-XX	Vogel Park
S2 NBV, LLC	Marina View	7913-7915 West Drive | Harbor Island	22	12/12/23	2023-XX	Vogel Park (11.8) Civic Park (10.2)
7927/7931 East Drive Property Holdings, LLC and 7922 East Drive, LLC (GranVita Realty Group)	Porto La Vie	7927-7931, (7923-7925) and 7922 East Drive | Harbor Island	37	7/18/24	2024-003	Civic Park (37)
Treasure Island Development Company, LLC	8000 East Drive	8000 East Drive	76	7/18/24	2024-003	Vogel Park (1.3), Civic Park (4.3), Sakura (50. 9), Galleon St. (19.5)

ITEM NO. 11.F

North Bay Village
Recommendation Memorandum

DATE: December 16, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Richard Chervony

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING AMONG THE VILLAGE, GRANVITA REALTY GROUP, AND SKYPORTS, INC. RELATING TO VERTIPORTS AND URBAN AIR MOBILITY (UAM); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission authorize the Village Manager to further negotiate the MOU, subject to the Village Attorney's Approval as to form, content, and legal sufficiency.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval to enter into a Memorandum of Understanding (MOU) with Granvita Realty Group and Skyports, Inc. to create a roadmap for developing a vertiport near or within the Village.

In recent years, Commission Chervony has shown interest in establishing a future vertiport in North Bay Village. The proposed agreement would outline the roles and responsibilities of all participating parties as they collaborate on developing the vertiport's design and operational concept. The current target location is the Pelican Harbor parcel, which is currently occupied by the Miami-Dade County Fire Department.

The Village is an island community that faces unique transportation challenges, including limited access points, reliance on bridges and causeways, and susceptibility to traffic congestion. Urban Air Mobility (UAM) technologies present an innovative and strategic opportunity to enhance connectivity, improve emergency response capabilities, and support economic growth throughout the Village and the surrounding region. Vertiports, for example,

serve as essential infrastructure for UAM by providing dedicated areas for the landing and takeoff of vertical takeoff and landing (VTOL) aircraft technology at existing airports, on the rooftops of buildings and parking garages, and at ground level in both urban and suburban areas. The Miami-Dade Transportation Planning Organization (TPO) has recognized the potential of UAM and has developed the Urban Air Mobility Policy Framework and Strategic Roadmap to guide the integration of UAM infrastructure and services within the region, identifying key policy considerations, regulatory pathways, and strategic opportunities to support the deployment of vertiports and other advanced air mobility solutions. The Village Commission recognizes the importance of evaluating the potential opportunities and challenges associated with developing infrastructure for UAM technologies in or near the Village.

On February 18, 2025, the Village Commission adopted Resolution No. 2025-021 directing the Village Manager to assess the feasibility of developing a vertiport facility in or near the Village, with recommendations to be presented to the Village Commission, including site selection, regulatory compliance, environmental impact, public safety considerations, and financial feasibility. In furtherance of the Village's efforts to support vertiport technology, the Village Commission wishes to approve the MOU consistent with the version attached hereto as Exhibit "A" among the Village, Granvita Realty Group, and Skyports, Inc. and authorize the Manager to negotiate and execute the MOU, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
N/A

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Approving Vertiport MOU.DOCX
MOU Skyports-Granvita-NBV Vertiports.DOCX

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING AMONG THE VILLAGE, GRANVITA REALTY GROUP, AND SKYPORTS, INC. RELATING TO VERTIPORTS AND URBAN AIR MOBILITY (UAM); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") is an island community that faces unique transportation challenges, including limited access points, reliance on bridges and causeways, and susceptibility to traffic congestion; and

WHEREAS, Urban Air Mobility (UAM) technologies present an innovative and strategic opportunity to enhance connectivity, improve emergency response capabilities, and support economic growth throughout the Village and the surrounding region; and

WHEREAS, vertiports, for example, serve as essential infrastructure for UAM by providing dedicated areas for the landing and takeoff of vertical takeoff and landing (VTOL) aircraft technology at existing airports, on the rooftops of buildings and parking garages, and at ground level in both urban and suburban areas; and

WHEREAS, the Miami-Dade Transportation Planning Organization (TPO) has recognized the potential of UAM and has developed the Urban Air Mobility Policy Framework and Strategic Roadmap to guide the integration of UAM infrastructure and services within the region, identifying key policy considerations, regulatory pathways, and strategic opportunities to support the deployment of vertiports and other advanced air mobility solutions; and

WHEREAS, the Village Commission recognizes the importance of evaluating the potential opportunities and challenges associated with developing infrastructure for UAM technologies in or near the Village; and

WHEREAS, on February 18, 2025, the Village Commission adopted Resolution No. 2025-021 directing the Village Manager to assess the feasibility of developing a vertiport facility in or near the Village, with recommendations to be presented to the Village Commission, including site selection, regulatory compliance, environmental impact, public safety considerations, and financial feasibility; and

WHEREAS, in furtherance of the Village's efforts to support vertiport technology, the Village Commission wishes to approve a Memorandum of Understanding consistent with the version attached hereto as Exhibit "A" among the Village, Granvita Realty Group, and Skyports, Inc. (the "MOU") and authorize the Manager to negotiate and execute the MOU, subject to the approval of the Village Attorney as to form, content, and legal sufficiency; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission hereby approves the MOU and authorizes the Village Manager to negotiate and execute the MOU, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 3. Implementation. That the Village Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of December, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Memorandum of Understanding (MOU)

Date: December __, 2025 (“Effective Date”)

The Parties

Name	Granvita Realty Group
Short form name	**"Granvita"**
Notice details	Address: 3501 Inverrary Blvd Ft. Lauderdale, FL 33319 Email: luis.navas@ggainc.com Attention: Luis Navas

Name	North Bay Village
Short form name	**"North Bay Village"**
Notice details	Address: 1666 Kennedy Causeway, 3rd floor North Bay Village, FL 33141 Email: villagemanager@nbvillage.com Attention: Frank Rollason, Village Manager cc: Commissioner Richard Chervony

Name	Skyports, Inc.
Short form name	**"Skyports"**
Notice details	Address: 75 State St, Suite 100 Boston, MA 02109 Email: addison@skyports.net Attention: Addison Ferrell, Director, Infrastructure CC: Robbie Ladov, General Manager, US Heliports and Vertiports

Background

A Granvita Realty is a real estate investment and development company with a portfolio of over $1 billion in properties in Miami and surrounding communities. With a philosophy of building lasting relationships with stakeholders, neighbors and civic leaders, GranVita’s team has focused on investing with a long-term approach in prime waterfront and high-demand areas that can be redeveloped with neighborhood and community support.

B North Bay Village is a thriving waterfront community situated between the cities of Miami and Miami Beach in the middle of Biscayne Bay. With roughly 4.75 miles of private and public property along the water, North Bay Village boasts one-of-a-kind views and opportunities for its residents, visitors and businesses.

C Skyports is the leading owner and operator of ground infrastructure for the emerging Advanced Air Mobility (“**AAM**”) market. Skyports specializes in locating, securing, designing, developing and operating vertiports in urban and suburban environments. Skyports is headquartered in London with operations in the US, Singapore, Japan, and Dubai.

D AAM is the emergence of transformative airborne technology to transport people and goods in new ways that will deliver scalable and sustainable benefits across communities through increased

access and enhanced connectivity while reducing economic and environmental costs. AAM represents the next inflection point in the aerospace industry's ongoing evolution and promises to unlock fundamentally new capabilities and applications that were previously not feasible.

E North Bay Village is in the process of building a new Village Hall and Public Safety Complex, inclusive of a Village Police Department and Miami-Dade County Fire Station. Once completed, the fire station will be relocated from its existing location at Pelican Harbor, which is owned by Miami-Dade County and located within the City of Miami, leaving behind a plot that may be well-suited to accommodate a vertiport.

F This memorandum of understanding ("**MOU**") sets the basis upon which Granvita, North Bay Village, and Skyports propose to develop vertiport infrastructure to accommodate eVTOL operations that serve North Bay Village and nearby communities.

Terms

1.	**Objectives**	• Detail a roadmap and a timeline to develop the North Bay Village vertiport. • Gain the interest and intention for operators of helicopters and eVTOLs to use the future vertiport in North Bay Village. • Progress further discussions on a potential commercial arrangement between the parties (the "**Commercial Discussions**") that, if satisfactory to the parties, will lead to a binding agreement relating to the vertiport development.
2.	**Term and Termination**	This MOU will commence on the Effective Date, and it will continue for 24 months thereafter, unless otherwise terminated according to this Section. Each Party may terminate this MOU at any time, by providing the other Parties a 30 days' prior written notice. It may be extended by up to 12 months by mutual written consent delivered by email.
3.	**Target Site**	The Target Site will be defined as the plot at Pelican Harbor that currently houses the fire department. Existing temporary structures used by the fire station will not be considered part of the site.
4.	**Roles and Responsibilities**	Granvita's roles and responsibilities include, but are not limited to: a) Supporting activities related to feasibility assessment, basic design and concept of operations, stakeholder engagement, and operator attraction; b) Contributing knowledge about the North Bay Village real estate market; c) Providing data, information, local knowledge, and context required for feasibility analysis of the Target Site; and d) Participating in discussions about the definitive agreement with North Bay Village and Skyports. North Bay Village's roles and responsibilities include, but are not limited to: a) Supporting activities related to feasibility assessment, basic design and concept of operations, stakeholder engagement, and operator attraction; b) Contributing knowledge about the North Bay Village legal and political environment;

		c) Providing data, information, local knowledge, and context required for feasibility analysis of the Target Site; d) Making introductions to stakeholders in Miami-Dade County and City of Miami; and e) Participating in discussions about the definitive agreement with Granvita and Skyports. Skyports' roles and responsibilities include, but are not limited to: a) Expanding on initial feasibility assessment previously completed for the Pelican Harbor site; b) Creating a basic design layout and concept of operations for the vertiport; c) Outlining key commercial terms required to make the development successful; d) Engaging with local, regional, state, and federal stakeholders who will influence the feasibility, cost, and timeline of the vertiport; e) Attract a level of commitment from future helicopter and eVTOL users of the vertiport; and f) Participating in discussions about the definitive agreement with Granvita and North Bay Village. The Parties acknowledge that the roles and responsibilities may change over time.
5.	**Commercial Discussions**	The Parties shall engage in discussions to establish the framework for an agreement governing their commercial relationship at the Target Site. The framework agreement will address site acquisition approach, vertiport design principles, development and operational launch timelines, operational concept, general economics, and roles and responsibilities of the Parties.
6.	**Exclusivity**	No Party shall pursue heliport / vertiport development with any other organization or individual in North Bay Village for the duration of this agreement.
7.	**Announcements**	No Party may make a press release or announcement about this collaboration except with the express written consent of the other Parties.
8.	**Intellectual Property**	Subject to the provisions of Florida law, each Party retains all rights, title and interest (including intellectual property rights) in and to: (a) that party's materials already existing as of the date of this MOU; and (b) any materials created by (or on behalf of) that party independently of this MOU.
9.	**Key Collaboration Principles**	The following statement of principles guides the Parties' intended conduct under this MOU: (a) The Parties shall collaborate and cooperate in good faith to achieve the objectives under this MOU;

		(b) The Parties will seek to protect intellectual property rights and confidential information exchanged for the purposes of the collaboration; (c) The Parties will seek to resolve any risks, issues or problems, collaboratively, promptly and effectively, which may arise during the collaboration; and (d) The Parties will seek to use their respective skillsets to maximize value for each company.
10.	**[Intentionally Omitted]**	**[Intentionally Omitted]**
11.	**Governing Law**	Any dispute or claim arising out of this MOU or in connection with it or its subject matter or formation shall be governed by the laws of the state of Florida.
12.	**Governance**	The Parties will organize a meeting or a conference call on a regular basis to discuss topics and issues in relation to the collaboration. Skyports will also invite Granvita and North Bay Village to any relevant Skyports events.
13.	**Status**	(a) This MOU is not legally binding except for section 8 (intellectual property), which will be legally binding on the parties. (b) This MOU: (i) Does not constitute an offer by either Party capable of becoming a contract by acceptance by the other Parties and shall not become legally binding on, otherwise enforceable by or against either Party; (ii) Is not intended to create, evidence or imply any legal relationship or contract between the Parties; and (iii) Is strictly subject to contract and the terms of a binding agreement being agreed and executed by the Parties.

EXECUTED as an agreement.

Signed for and on behalf of **Granvita**

_____

Signature

_____

Name

_____

Role

Signed for and on behalf of **North Bay Village**

_____

Signature

Frank Rollason

Signed for and on behalf of **Skyports**

Name

Village Manager

Signature

Role

Addison Ferrell

Name

Director, Infrastructure

Role

ITEM NO. 11.G

North Bay Village
Recommendation Memorandum

DATE: December 16, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE GRANT OF A PERMANENT NON-EXCLUSIVE 5-FOOT EASEMENT TO THE FLORIDA POWER & LIGHT COMPANY (FPL) FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF ELECTRIC UTILITY FACILITIES AT THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT SITE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.- VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission authorize the Village Manager to execute and grant a utility easement to Florida Power & Light for existing infrastructure at the new Village Hall Public Safety Complex.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval to grant an easement to Florida Power & Light (FPL) for the construction, operation, and maintenance of overhead and underground electric utility facilities for the new Village Hall Project.

On December 12, 2023, the Village Commission approved a site plan for the development of a new Village Hall and Public Safety Complex consisting of a new Village Hall and Miami-Dade County Fire Station Complex to be located at 1335 79th Street. The project will consist of a multi-use municipal building on a 0.756-acre property located at 1335 79th Street Causeway, which shall include the Village's Administrative Offices, Commission Chambers, and Police Station, and a Miami-Dade County-operated Fire Rescue Station.

As part of the ongoing construction designs, the architectural team from Wannemacher Jensen Architects has recommended that the Village grant FP&L an easement for the construction, operation, and maintenance of both overhead and underground electric utility

facilities that currently exist on the site. It is proposed that the Village grant a 5-foot easement along the western perimeter property line to accommodate these utility installations, which are essential for providing electric service to the new Village Hall and Public Safety Complex.

It is recommended that the Village Commission authorize the Village Manager to execute an easement to provide electric service for the New Village Hall Complex.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
N/A

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Granting Easement to FPL for Village Hall.DOCX
Reso Exhibit A - FPL Easement for 1335 NBV.DOCX
Easement Ex A - Sketch and Legal.pdf

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE GRANT OF A PERMANENT NON-EXCLUSIVE 5-FOOT EASEMENT TO THE FLORIDA POWER & LIGHT COMPANY (FPL) FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF ELECTRIC UTILITY FACILITIES AT THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT SITE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village"), through its consultant, Wannemacher Jensen Architects, Inc. (the "Consultant"), is designing the Village Hall and Public Safety Complex Project (the "Project") to be located at a 0.756-acre Village-owned property located at 1335 79th Street Causeway (the "Property"); and

WHEREAS, as part of the Village's design of the Project, the Village is coordinating with Florida Power and Light Company ("FPL"); and

WHEREAS, FPL has existing utilities on the Property and the adjacent Bayshore Yacht and Tennis Club Condominium Association property, however there is no recorded easement for the FPL infrastructure on either site; and

WHEREAS, the Village desires to grant to FPL a non-exclusive five foot easement on the westerly five feet of the Property, as reflected in the proposed easement attached hereto as Exhibit "A (the "Easement") and authorize the Village Manager to execute the Easement; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval of Easement. That the Village Commission hereby approves the grant of the Easement to FPL in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Easement, in substantially the form attached hereto as Exhibit "A," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

Section 4. Implementation. That the Village Manager and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of December, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

Haydee S. Sera, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
2800 Ponce de Leon Blvd., 12th Floor
Coral Gables, Florida 33134

Folio Nos.: 23-3309-001-0060 & 23-3209-001-0061

GRANT OF PERMANENT NON-EXCLUSIVE EASEMENT

THIS GRANT OF PERMANENT EASEMENT ("Easement") is made on _____ _____, 2026 by **NORTH BAY VILLAGE**, a Florida municipal corporation ("Grantor"), whose mailing address is 1666 John F Kennedy Causeway, 3rd Floor, North Bay Village, Florida 33141 to and in favor of **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, together with its affiliates, licensees, agents, successors, and assigns ("Grantee"), whose mailing address is 700 Universe Boulevard, Juno Beach, Florida 33408.

RECITALS:

WHEREAS, Grantor is the owner of fee simple title to that certain parcel of land located at 1335 79th Street Causeway in North Bay Village, Miami-Dade County, Florida, which is identified for real property tax purposes by folio numbers 23-3309-001-0060 and 23-3209-001-0061; and

WHEREAS, Grantor desires to grant Grantee a non-exclusive easement in, under, over, through, across, and upon a portion of the Property as more particularly described and depicted on attached Exhibit A (the "Easement Area") for the construction, operation and maintenance of light poles, and all necessary electric utility facilities, and appurtenances (including wires, poles, guys, cables, and conduits and appurtenant equipment) thereto (collectively, the "Improvements").

NOW THEREFORE, for TEN DOLLARS ($10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants, bargains and sells to Grantee a non-exclusive easement to construct, operate, maintain, repair, rebuild and replace the Improvements in, under, over, through, across, and upon the Easement Area; together with the right to permit Grantee to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for Grantee's communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth, and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or Improvements; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

Grantor may, for its own purposes, utilize the Easement Area and retain a right of free ingress and egress in, under, over, through, across and upon the Easement Area as long as Grantor's use of the Easement Area does not impede the Grantee's and Co-Grantee's use of the Easement Area or the exercise of the Grantee's rights of use of the Easement Area. Grantor agrees not to install any improvements within the Easement Area. Grantee will not unreasonably preclude the Grantor from utilizing the Easement Area in any lawful manner that does not interfere with and is not inconsistent with the Grantee's exercise of the rights granted in this Easement.

Grantor hereby represents and warrants that it holds fee simple title to the Property and Easement Area and has the full right, power, and authority to enter into this Easement and perform its obligations and agreements hereunder and that the person or persons executing this Easement on behalf of Grantor are duly authorized to do so.

Nothing herein is intended to serve as a waiver of sovereign immunity by the Grantor nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Easement or any other contract. The Grantor is subject to section 768.28, Florida Statutes, as may be amended from time to time.

The provisions of this Easement shall be binding on the parties hereto and their respective successors and assigns as a covenant running with and binding upon the Property.

This Easement shall not be released or amended without the prior written consent of the Grantee, whose consent shall be evidenced by a written document recorded in the Public Records of Miami-Dade County, Florida.

The Grantee shall record this Easement in the Public Records of Miami-Dade County, Florida, at the sole cost of the Grantee.

[Signature and acknowledgement appear on following page.]

IN WITNESS WHEREOF, Grantor has made and executed this Easement on the date first set forth above.

Signed, sealed and delivered
in the presence of:

Grantor:

NORTH BAY VILLAGE, a Florida municipal corporation

_____
(Witness Signature)
Print Name (Witness) _____

By:_____

Name: Frank Rollason

Title: Village Manager
Pursuant to Resolution No: 2025-_____

_____
(Witness Signature)
Print Name (Witness) _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this ____ day of _____, 2025, by Frank Rollason, as the Village Manager of Noth Bay Village**,** on behalf of the Village, who (check one) [ ] is personally known to me or [ ] has produced _____ as identification.

_____
Notary Public, State of Florida
My Commission Expires: Print Name:_____
Commission Number: _____
Commission Expires: _____

EXHIBIT "A"
Easement Area

SKETCH & LEGAL DESCRIPTION
PROPOSED FP&L CO. EASEMENT

SECTIONS 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST

EXHIBIT "A"

PROPERTY ADDRESS:

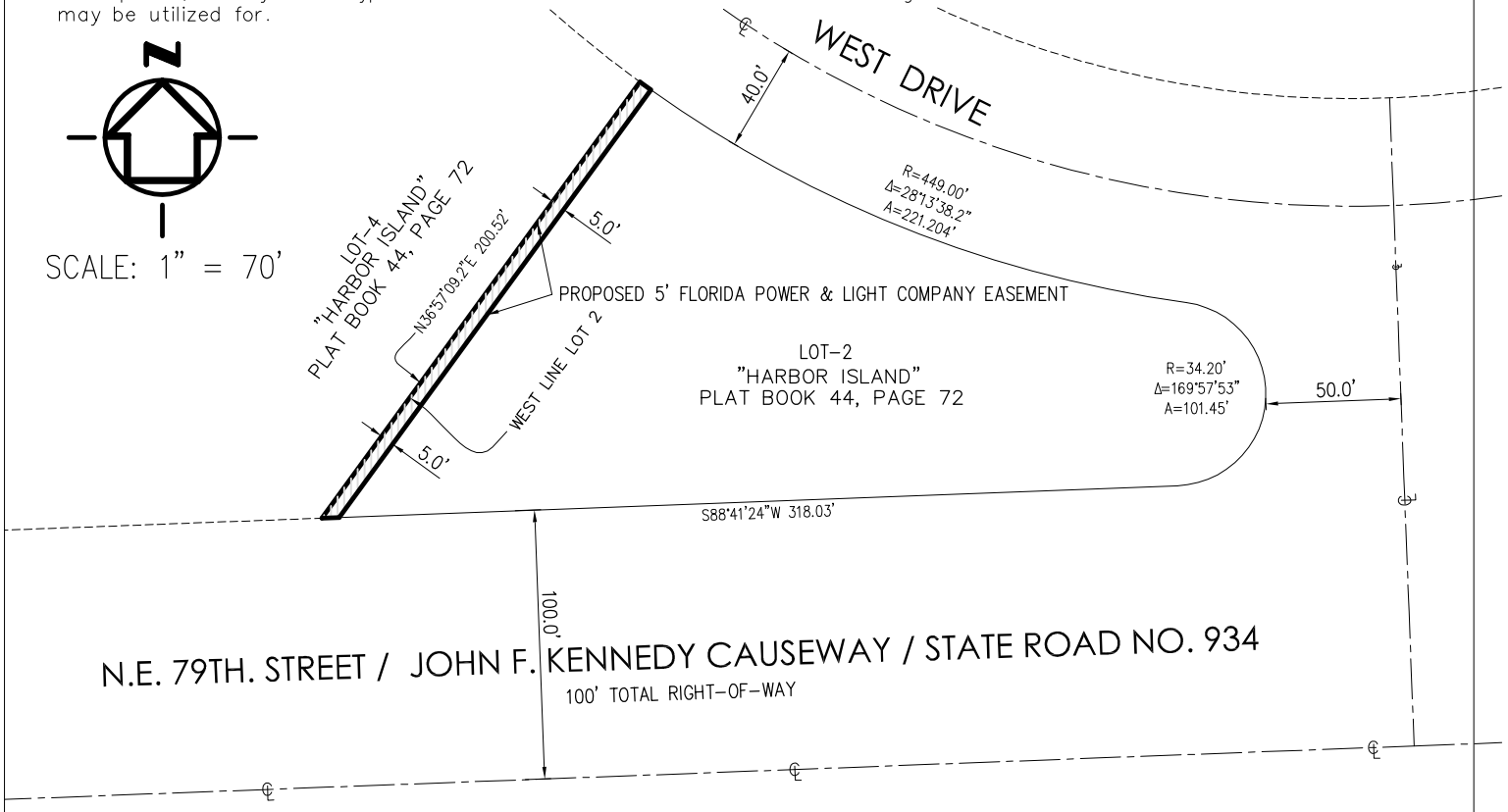
1335 – 79th. STREET CAUSEWAY, NORTH BAY VILLAGE, FLORIDA
Folio# 23–3209–001–0060 & 23–3209–001–0061

LEGAL DESCRIPTION:

The Westerly 5 feet of Lot 2 of "HARBOR ISLAND", according to the Plat thereof, as recorded in Plat Book 44, Page 72, of the Public Records of Miami–Dade County, Florida.
Said lands containing 993 square feet, more or less

SURVEYOR'S NOTES:

1) This is not a BOUNDARY SURVEY, but only a GRAPHIC DEPICTION of the description shown hereon.
2) North arrow and/or bearings hereon are based on an assumed meridian relative to true north.
3) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
4) There may be additional Restrictions not shown on this survey that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
5) No Title search has been performed to determine if there are any conflict existing or arising out of the creation of the Easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.



SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon.

I further certify that this survey was prepared in accordance with the applicable provisions of Chapter 5J–17, Florida Administrative Code.

ROYAL POINT LAND SURVEYORS, INC. LB #7282
6175 NW 153rd STREET SUITE 321, MIAMI LAKES, FL. 33014
PHONE: 305–822–6062 * FAX: 305–827–9669

Date: 08/06/2025
Job Number: RP25–0495

NOTE: This Sketch is NOT A BOUNDARY SURVEY.

Digitally signed by Jacob Gomis
Date: 2025.08.06 10:15:54-04'00'

JACOB GOMIS
Professional Surveyor & Mapper
State of Florida Reg. No. 6231

C:\DRAWINGS\1335 79 STREET CSWY NORTH BAY VILLAGE\1335 79 STREET CAUSEWAY NORTH BAY VILLAGE FPL SKETCH AND LEGAL_RP25–0495 REV 1.dwg 8/6/2025

ITEM NO. 11.H

North Bay Village
Recommendation Memorandum

DATE: December 16, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Steven Buckland, Public Works Director

SPONSORED BY:

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PROPOSAL FROM DOCK & MARINE CONSTRUCTION CORP FOR IMPROVEMENTS TO THE VOGEL PARK MARINE FACILITY PROJECT IN AN AMOUNT NOT TO EXCEED $69,648.00 AND AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONSTRUCTION CONTRACT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND FUNDS IN AN AMOUNT NOT TO EXCEED $85,000 FOR ADDITIONAL IMPROVEMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve the Dock & Marine proposal to implement updates to the Vogel Park marine facility for $69,648.00 and authorizing the Village Manager to expend $85,000 for additional improvements to a contractor to be selected.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks approval from the Village Commission for a Work Order with Dock & Marine, in an amount not to exceed $69,648.00, to implement recommended improvements at the Vogel Park Marine Facility Kayak launch. The attached redlined quote contains other work that the Police Department desires, however funding could not be identified and have been removed from the scope of work.

The Florida Inland Navigation District (FIND) awarded a $100,000 grant for the design and permitting phase of the Vogel Park Boating Access Project. This funding was intended to provide residents of North Bay Village with improved kayak access to the bay and included the construction of a dock for the Police Department's vessel. Subsequently, the Village Commission adopted Resolution No. 2021-004, authorizing a work order with EAC for surveying, permitting strategy, and conceptual design services for the marine facility.

Following the completion of the project by Dock & Marine, which was awarded through Resolution No. 2024-004, a site visit was conducted in March 2025 to evaluate opportunities for enhancing user safety and environmental protection at the Vogel Park Marine Station. Attendees included Commissioner Acosta, representatives from the Public Works Department, and the Village Manager. During the visit, the need for additional infrastructure for a Paddle and Kayak Launch was identified as a critical improvement to enhance safety, functionality, and public access.

The Dock & Marine proposed scope of work includes:

- New floating dock for Kayak Launch.
- Relocate/ reconfigure existing boat lift for bow-in docking.

Given that Dock & Marine was the original contractor for the dock and currently holds an active permit that can be easily amended, staff recommends moving forward with their proposed scope of work.

Additional improvements were also identified at the site visit. Staff would like to proceed with these improvements promptly after obtaining three quotes for each in an additional amount not to exceed $85,000. Contractors are yet to be determined.

- New fence along the southern edge of the asphalt walkway to allow for easier and more direct access to the dock and launch, eliminating the need for users to go through the park.
- Install a wash-down station for users to rinse off themselves and their gear.

In the interest of time, staff is asking to proceed with the additional improvements pursuant to Section 36.25.L.
Best interest of Village. The Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village.

It is recommended that the Village Commission approve a proposal from Dock & Marine to implement updates to the Vogel Park marine facility for $154,648.00

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Park Improvements-Vogel Park Marine Facility
GL Line-Item Number: # 320.61.630.6201
Total Budget Allocated: $189,848
Encumbered Amount: $154,648
Remaining Balance: $ 32,500

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Dock and Marine Work Order For Vogel Park Marine Facility.DOCX
Exhibit A -Proposal Vogel Park Marine Facility (FVP).pdf

Vogel park police dock mod-Layout1.pdf

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PROPOSAL FROM DOCK & MARINE CONSTRUCTION CORP FOR IMPROVEMENTS TO THE VOGEL PARK MARINE FACILITY PROJECT IN AN AMOUNT NOT TO EXCEED $69,648.00 AND AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONSTRUCTION CONTRACT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND FUNDS IN AN AMOUNT NOT TO EXCEED $85,000 FOR ADDITIONAL IMPROVEMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village ("Village") issued Invitation to Bid No. 2023-007 (the "RFQ") for construction services for the Vogel Park Marine Facility Project (the "Project"); and

WHEREAS, Dock & Marine Construction Corp (the "Contractor") was selected as the sole and lowest, most responsive, and most responsible bidder, with a bid amount of $351,590.40 for the Project; and

WHEREAS, the Village desires to implement updates to the Vogel Park Marine Facility, including a new floating dock for the Kayak Launch and reconfiguration of the boat life, to enhance safety, functionality, and public access for the Paddle and Kayak Launch (the "Improvements"); and

WHEREAS, given than the Contractor constructed the Project, the Village requested and the Contractor provided a proposal, attached hereto as Exhibit "A," to provide the Improvements in the amount of $69,648.00; and

WHEREAS, pursuant to Section 36.25(L) of the Village Code of Ordinances (the "Code") and the Village Manager's recommendation, the Village Commission desires to approve the Proposal and authorize the Village Manager to execute a construction contract in an amount not to exceed not to exceed $69,648.00 for the Improvements, consistent with the Contractor's proposal attached hereto as Exhibit "A"; and

WHEREAS, additional improvements to the facilities have been identified, including the installation of new fencing and showers (the "Additional Improvements"), and the Village Manager recommends that the Village Commission authorize the Village

Manager to select contractors and expend funds in an amount not to exceed $85,000 for the Additional Improvements, waiving formal competitive bidding pursuant to Section 36.25(L) of the Village Code; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval and Authorization for Improvements. That the Village Commission hereby approves the Proposal attached hereto as Exhibit "A." The Village Commission hereby authorizes the Village Manager to negotiate and execute a construction contract in an amount not to exceed $69,648.00, consistent with the Contractor's proposal attached hereto as Exhibit "A," subject to the final approval of the Village Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in furtherance hereof.

Section 3. Authorization for Additional Improvements. The Village Commission hereby authorizes the Village Manager to select contractors and negotiate and execute such agreements as may be necessary for the Additional Improvements in an amount not to exceed $85,000, subject to obtaining three quotes for the Additional Improvements and the final approval of the Village Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in furtherance hereof.

Section 4. Implementation. That the Village Commission hereby authorizes the Village Manager to execute any work order or required documentation for the work described in this Resolution, subject to approval by the Village Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its

adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of December, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

DOCK AND MARINE CONSTRUCTION CORPORATION

752 NE 79th St • Miami, FL 33138-4712 • Phone: 305-751-9911

7920 West Dr - Vogel Park (FVP and Lift)
Job Address:
7920 West Dr
North Bay Village, FL 33141

Print Date: 6-16-2025

Proposal for 7920 West Dr - Vogel Park Marine Facility (FVP and Jet Ski Lift)

Project Scope:

Furnish and install new 8’ x 16’ AccuDock with 4’ x 25” aluminum gangway. ~~Furnish and install new 5,000# capacity elevator jetski lift. Furnish and install new coated fender piling along outer perimeter of police dock.~~ Relocate/ reconfigure existing boat lift for bow-in docking.

Dock & Marine agrees to furnish all labor, equipment, materials and insurance, including federally required Jones Act and USL&H workman’s comp as necessary to complete the proposed scope of work.

Dock & Marine agrees to furnish engineered drawings, Municipal, Dade County DERM, FDEP, and USACE permits and permit fees, as required, excluding variance work and/ or land leases, unless provided by others. Price includes geotechnical survey. Owner must supply a recent property survey in DWG format. Dock & Marine agrees to provide oversight and management for project scope with all environmental agencies. Dock & Marine to provide engineer’s pile log, engineer’s inspection letters, and environmental compliance measures and reports including turbidity control and monitoring, as necessary. Owner to provide property an as-built survey as may be required for permit closure. Does not include any type of mitigation that may be required by DERM (rip rap boulders or donation to BBEETF), unless otherwise stated.

Market Condition Adjustment Clause: In the event of significant changes in market conditions that materially affect the cost of goods, services, or labor required for the performance of this Agreement, the Parties agree that the Contract Price may be adjusted to reflect such additional costs. Such adjustments shall be based on verifiable cost increases directly attributable to unforeseen market fluctuations, including but not limited to raw material shortages, supply chain disruptions, inflationary pressures, regulatory changes, or other external economic factors beyond the control of either party. Any proposed adjustment must be supported by reasonable documentation and shall be subject to good-faith negotiation between the parties.

ENGINEERING, PERMITTING ENVIRONMENTAL COMPLIANCE

Items	Qty/Unit
Engineering, permits, inspections, and environmental compliance	1 LS

ENGINEERING, PERMITTING ENVIRONMENTAL COMPLIANCE Total: **$12,200.00**

MOBILIZATION

Items	Qty/Unit
Mobilize barge, crew, equipment and material to site	1 LS

MOBILIZATION Total: **$2,100.00**

FLOATING DOCK

New floating dock to be built to comply with all current state and city codes. Decking shall be approved marine-grade Wolf™ composite decking attached to frame with stainless steel hardware.

Items	Qty/Unit
Install coated piling - 14" steel floating dock support piling	2 EA
Furnish and install 16' (L) x 8' (W) floating dock w/ 25' (L) x 4' (W) aluminum gangway	1 EA

FLOATING DOCK Total: **$55,348.00**

~~JET SKI LIFT~~

~~Piling for lifts shall be driven in accordance with specifications set by engineer of record. Price includes core punching through rock, if necessary, and engineers pile log inspection. Lift installation includes: mounting of motors, gear box, cable winders, keepers, cables, bottom beams, carpeted bunk boards, guide posts, chain drive, completed and ready to lift boat. Lift includes auto-stop remote control.~~

~~Items~~	~~Qty/Unit~~
~~Furnish and install 5000# capacity 90-degree elevator jet ski lift~~	~~1 EA~~
~~Furnish and install auto-stop remote control and electrical hookup~~	~~1 EA~~
~~Construct safety step for lift (no charge)~~	~~1 EA~~

~~JET SKI LIFT Total:~~ **~~$32,667.00~~**

EXISTING BOAT LIFT

Items	Qty/Unit
Relocate/ reconfigure existing boat lift for bow-in docking (no charge)	1

EXISTING BOAT LIFT Total: $0.00

~~FENDER PILING~~

~~Fender piling to be coated piling to match existing boat lift piling w/ 12" minimum diameter before cutoff and shall be capped with PVC plastic cone caps (owner specify black or white) . Piling shall be driven in accordance with specifications set by engineer of record. Price includes core punching through rock if necessary and engineers pile log inspection.~~

~~Items~~	~~Qty/Unit~~
~~Furnish and install new fender piling to match lift piling w/ marina grade "D" fenders~~	~~5 EA~~

~~FENDER PILING Total:~~ ~~$12,770.00~~

Total Price: ~~$115,085.00~~

$69,648.00

PAYMENT TERMS: Billing Points may be adjusted at any time to reflect the order in which the scope of work is to be performed.

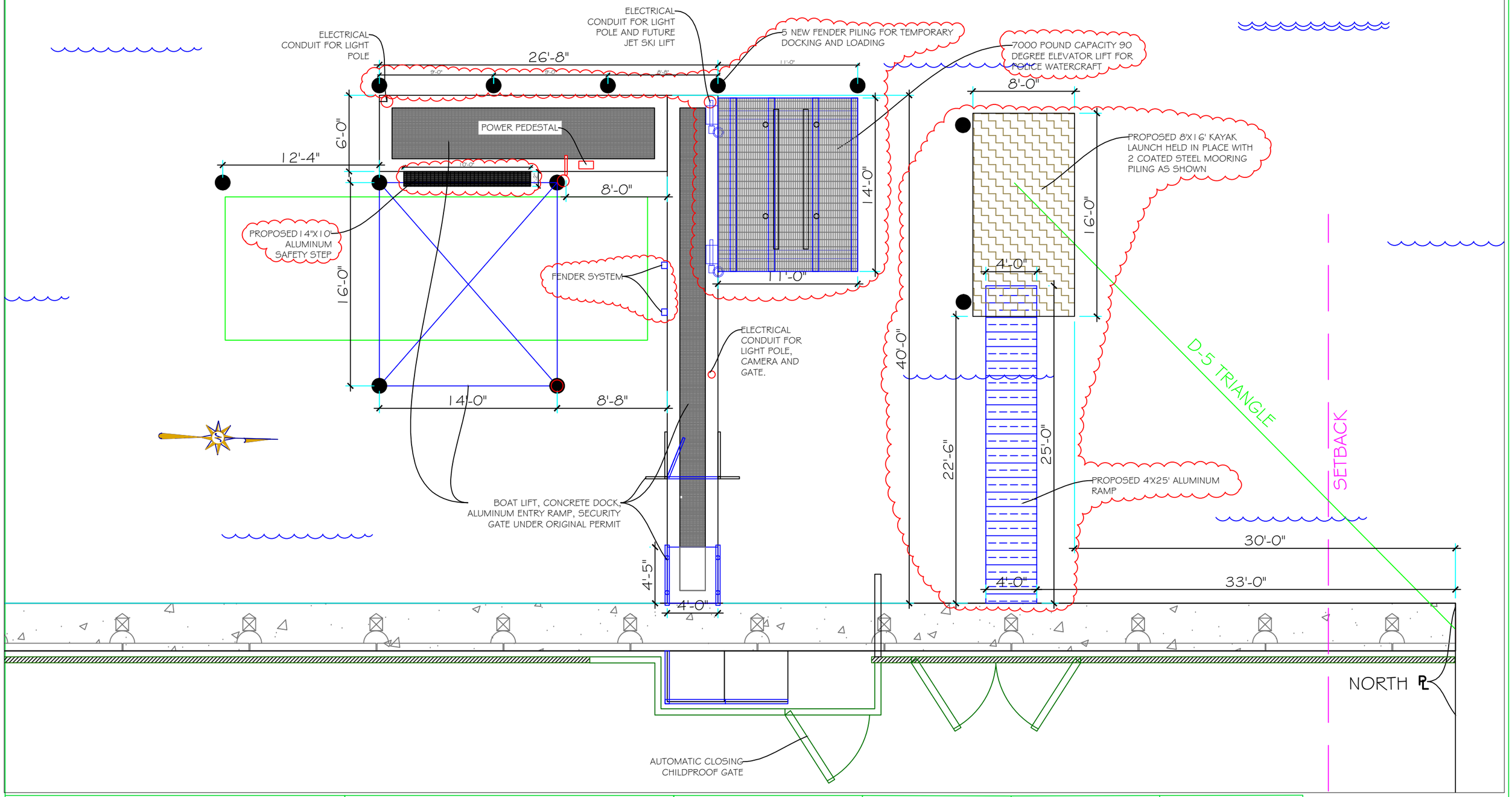
Progress payments shall be based on AIA pay application.

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____



DOCK AND MARINE
CONSTRUCTION CORP.
752 N.E. 79TH STREET
MIAMI FL 33138
305-751-9911
glarson@dockandmarine.net
www.dockandmarine.net

CITY OF NORTH BAY VILLAGE

POLICE DOCK MODIFICATION

PAGE TITLE:

LAYOUT

DWG#:018-25

DRAWN BY: GL

PAGE 3 OF 4

ITEM NO. 11.I

North Bay Village
Recommendation Memorandum

DATE: December 16, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Roger Hogg, Capital Improvements Project Manager

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING INVITATION TO BID NO. 2025-007 TO ARANGO BILLBOARD AND CONSTRUCTION CO., LLC FOR THE VILLAGE'S KENNEDY CAUSEWAY COMPLETE STREETS SHORT TERM IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $562,262.09; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission authorize the Village Manager to negotiate and enter a Construction Agreement with Arango Billboard & Construction for the Kennedy Causeway Complete Streets Short Term Improvements Project for a contract amount of $562,262.09.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval to award a contract to Arango Billboard & Construction Co., LLC in response to Invitation to Bid [ITB] 2025-007 Kennedy Causeway Complete Streets Short Term Improvements Project.

SR 934/Kennedy/79th Street Causeway is NBV's principal urban corridor and sole connection to mainland Florida by connecting to the City of Miami to the west and the City of Miami Beach to the east. The roadway is a State Road facility under the jurisdiction of the FDOT. It is a wide, 6-lane facility with narrow sidewalks, and traffic flows at high speed, making it unappealing and unsafe for pedestrians and bicyclists. The Village has a master plan (NBV100) with one goal: to transform SR 934/Kennedy/79th Street Causeway into a complete street that better services the Village's core, prioritizing the safety of its residents, the coherence of its multi-modal network, and success of local businesses.

NBV will complete the project in two phases: short-term and long-term. The initial short-term improvements include:

- Intersection Improvements - coloring and restriping intersections to give clearer pedestrian pathways
- Pedestrian and traffic signage improvements
- Relocation and improvements of 5 bus shelters along the Causeway.

Engineering firm BCC was selected to execute the design of the short-term improvements on the Causeway. Design was completed in late 2024.

On September 10, 2025, the Village issued ITB 2025-007 for the Kennedy Causeway Complete Streets Short Term Improvements Project. The project involves providing all necessary materials, labor, and equipment to complete bus shelter and pedestrian safety improvements along John F. Kennedy Causeway in North Bay Village. The work includes removing, disposing of, and replacing existing bus shelters, installing a new bus shelter, refurbishing crosswalk pavement markings, installing signs, submitting shop drawings for approval, restoring the site, and completing any other related tasks to ensure a fully functional and satisfactory installation.

To view the complete packet for the invitation to bid select the link below:
Invitation to Bid 2025-007 - Complete Street Short Term Improvements

On October 10, 2025, the Village Clerk held a bid opening meeting for this project. The following two (2) companies submitted proposals for the Village's consideration:

Company Name	**Bid Price**
Arango Billboard	$562,262.09
Naysac	$573,000.00

The Evaluation Committee reviewed all the submitted proposals and determined that lowest responsive bidder, Arango Billboard & Construction Co., met the ITB requirements.

It is recommended that the Village Commission authorize the Village Manager to negotiate and enter into a Construction Agreement with Arango Billboard & Construction Co. for the Kennedy Causeway Complete Streets Short Term Improvement Project for a total contract amount of $562,262.09

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Capital Project Fund
GL Line-Item Number: 320-61-630-6206
Total Budget Allocated: $671,935.00
Encumbered Amount: 0
Remaining Balance: $0
Amount Requested: $ 562,262.09

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution ITB 2025-007 Complete St.DOCX
Notice Intent to Award - ITB 2025-007.PDF
ITB 2025-007 Bid Comparison 11-05-2025.pdf
Arango Required Proposal Documents.PDF

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING INVITATION TO BID NO. 2025-007 TO ARANGO BILLBOARD AND CONSTRUCTION CO., LLC FOR THE VILLAGE'S KENNEDY CAUSEWAY COMPLETE STREETS SHORT TERM IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $562,262.09; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 10, 2025, North Bay Village (the "Village") issued Invitation to Bid No. 2025-007 (the "ITB") for all materials, labor, equipment, services, and incidentals necessary to construct the Complete Streets Short-Term Improvements Project (the "Project"); and

WHEREAS, electronic notices were posted on the Village's website, the Miami-Dade County legal ads and public notices webpage (a publicly accessible website), and DemandStar, and two bids were received by the bid deadline; and

WHEREAS, Arango Billboard and Construction Co., LLC (the "Contractor") was the lowest, most responsive, and most responsible bidder, with a bid amount of $562,262.09 (inclusive of a $13,357.00 contingency); and

WHEREAS, pursuant to Section 36.25(D) of the Village Code of Ordinances (the "Code") and the Village Manager's recommendation, the Village Commission desires to award the ITB to the Contractor and authorize the Village Manager to negotiate and execute a construction contract in an amount not to exceed not to exceed $562,262.09, consistent with the ITB and the Contractor's proposal; and

WHEREAS, the Village Commission desires to further authorize the Village Manager to approve and execute any change orders for the Project without further Commission approval, subject to the limitations of the contract's contingency of $13,357.00; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Award.** That the Village Commission hereby awards the ITB to the Contractor, as the lowest, most responsible, and most responsive bidder. This award, in and of itself, does not vest Contractor with any contractual rights, absent entering an agreement with the Village.

Section 3. **Authorization.** That the Village Commission hereby authorizes the Village Manager to negotiate and execute a construction contract in an amount not to exceed not to exceed $562,262.09 (inclusive of a $13,357.00 contingency), consistent with the ITB and the Contractor's proposal, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in furtherance hereof. That the Village Manager is further authorized to approve and execute any change orders for the Project without further Commission approval, subject to the limitations of the contract's contingency of $13,357.00. Change orders in excess of the contingency shall be approved by the Village Commission.

Section 4. **Implementation.** That the Village Manager and the Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this 16th day of December, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE SOLE USE AND RELIANCE OF NORTH BAY VILLAGE:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Village Commission

Rachel Streitfeld, Esq.
Mayor

Goran Cuk
Vice Mayor

Dr. Richard Chervony
Commissioner

Andy Daro
Commissioner

Doris Acosta
Commissioner

Village Officials

Frank K. Rollason
Village Manager

Alba L. Chang
Village Clerk

Haydee S. Sera
Village Attorney

NOTICE OF INTENT TO AWARD

TO: All interested firms and individuals

FROM: Frank Rollason, Village Manager

DATE: November 6, 2025

ITB No: Invitation to Bid 2025-007

ITB NAME: Complete Streets Short-Term Improvement

On October 10, 2025, the following two (2) companies submitted proposals in response to Invitation to Bid (ITB) 2025-007, Kennedy Causeway Complete Streets Short-Term Improvements, all of which were properly recorded.

Company Name	Bid Price
Arango Billboard & Construction	$562,262.09
Naysac Corporation	$573,000.00

The Evaluation Committee reviewed all submitted proposals and determined that the lowest responsive bidder, Arango Billboard & Construction, met all the ITB requirements and will be considered for a contract award by the Village Commission at the Regular Commission Meeting scheduled for December 16, 2025.

We appreciate your interest in doing business with North Bay Village and thank all participants/ firms for their submissions. If you have any questions regarding this solicitation, you may contact procurement@nbvillage.com. Any request for public records shall be addressed to villageclerk@nbvillage.com.

FR/ac

NBV ITB 2025-007

BID SUMMARY SHEET - UNIT PRICES

CONTRACTOR NAME				OPC		Naysac			Arango Billboard		
Item #	Description	Qty.	Unit of Measure	Unit Price	Extended Price	Unit Price*	Extended Price	Ratio of OPC	Unit Price*	Extended Price	Ratio of OPC
1	BUS SHELTER REPLACEMENT	5	LF	$74,429.00	$372,145.00	$74,800.00	$374,000.00	**100.5%**	$72,709.60	$363,548.00	**97.7%**
2	BUS SHELTER INSTALLATION	1	LF	$46,683.00	$46,683.00	$64,900.00	$64,900.00	**139.0%**	$67,709.60	$67,709.60	**145.0%**
3	PAVEMENT MARKING RESTORATION	1	LF	$20,000.00	$20,000.00	$14,000.00	$14,000.00	**70.0%**	$18,010.85	$18,010.85	**90.1%**
4	PROP. SIGN R10-15A	11	LF	$581.00	$6,391.00	$600.00	$6,600.00	**103.3%**	$605.00	$6,655.00	**104.1%**
5	LANDSCAPE MITIGATION	1	LS	$8,905.00	$8,905.00	$8,000.00	$8,000.00	**89.8%**	$5,000.00	$5,000.00	**56.1%**
6	MOBILIZATION/DEMOBILIZATION	1	LS	$33,392.00	$33,392.00	$20,000.00	$20,000.00	**59.9%**	$45,592.35	$45,592.35	**136.5%**
7	MAINTENANCE OF TRAFFIC (MOT)	1	LS	$8,905.00	$8,905.00	$50,000.00	$50,000.00	**561.5%**	$20,000.00	$20,000.00	**224.6%**
8	BONDS & INSURANCE	1	LS	$8,905.00	$8,905.00	$8,786.00	$8,786.00	**98.7%**	$9,032.30	$9,032.30	**101.4%**
9	DEDICATED OWNER ALLOWANCE	1	LS	$13,357.00	$13,357.00	$13,357.00	$13,357.00	**100.0%**	$13,357.00	$13,357.00	**100.0%**
10	PERMIT FEES	1	LS	$13,357.00	$13,357.00	$13,357.00	$13,357.00	**100.0%**	$13,357.00	$13,357.00	**100.0%**
	TOTAL				**$532,040.00**		**$573,000.00**	**108%**		**$562,262.10**	**106%**

Bid for ITB No. ITB-2025-004 for Services related to short-term Complete Streets improvements, including providing all materials, labor, and equipment for bus shelters and pedestrian safety enhancements along John F. Kennedy Causeway.

Submitted by: ARANGO BILLBOARD & CONSTRUCTION CO., LLC

Address: 7935 NW 60th St. Miami, FL 33166

Phone: 786-715-7575

Project Manager: Nicholas Arango, PE | 786-715-7575 | Nick@Arangobillboard.com

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Tab C. Letter of Intent

Annabelle Rodriguez
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

Subject: **Letter of Intent – ITB No. 2025-007: Kennedy Causeway Complete Streets Short Term Improvements**

Dear Ms. Rodriguez,

On behalf of ARANGO BILLBOARD & CONSTRUCTION, we respectfully submit this Letter of Intent in response to the City's Invitation to Bid No. 2025-007 for the Kennedy Causeway Complete Streets Short Term Improvements project.

As a contractor with extensive experience in delivering bus shelter improvements throughout South Florida, we fully understand the scope, complexity, and community impact of this project. We are committed to delivering all services outlined in the ITB—including procurement and installation of bus shelters, pedestrian safety enhancements, and all related site improvements—with the highest standards of quality, safety, and timeliness.

We appreciate the opportunity to partner with North Bay Village on this transformative initiative and look forward to contributing to a safer and more accessible corridor for the local constituents.

Sincerely,

Nicholas Arango

Nicholas Arango, PE
Project Manager
Nick@ArangoBillboard.com

Tab D. Bid Form

FORM 12

BID FORM

For all work associated and described in the bid documents, drawings, and specifications. The cost of incidental work described in these Contract Requirements, for which there are no specific Contract or contract line items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made. All rates quoted shall include travel means, labor and all equipment and tools required. All disposal charges should be included in the contractor's unit prices. There shall be no charges to and from the Village work sites.

A materials list with unit price shall be recorded and reviewed with the Village and Engineer at each Project Progress Meeting. Acceptances of quantities/materials list used to date are to be documented in the meeting minutes. If these documentation and approval procedures are not followed by the Contractor, a later request for award of unit price costs may be denied by the Village and Engineer.

The Village intends to award a contract to the lowest Responsive and Responsible bidder as a basis for award. Items include all profit and overhead, incidentals, all labor, supervision, testing, machinery, equipment, tools, materials, cleanup, and other means of construction to successfully complete the project in accordance with specifications and construction documents herein.

ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
1	BUS SHELTER REPLACEMENT	EA	5	$72,709.60	$363,548.00
2	BUS SHELTER INSTALLATION	EA	1	$67,709.60	$ 67,709.60
3	PAVEMENT MARKINGS RESTORATION	LS	1	$18,010.85	$ 18,010.85
4	PROP. SIGNS R10-15A	EA	11	$605.00	$6,655.00
A	**SUM OF ITEMS 1 THRU 4**			**SUBTOTAL**	**$** 455,923.45
5	LANDSCAPE MITIGATION	Aggregate Sum	1	LS	$ 5,000.00
6	MOBILIZATION/DEMOBILIZATION	Aggregate Sum	1	LS	$ 45,592.35
7	MAINTENANCE OF TRAFFIC (MOT)	Aggregate Sum	1	LS	$ 20,000.00
8	BONDS & INSURANCE	Aggregate Sum	1	LS	$ 9,032.30
9	DEDICATED OWNER ALLOWANCE	Contingent Allowance	1	LS	$13,357
10	PERMIT FEES	Dedicated Allowance	1	LS	$13,357
B	**SUM OF ITEMS A & 5 THRU 10**			**SUBTOTAL**	**$** 106,338.64
				TOTAL BID	**$** 562,262.09

ALL LINE ITEMS MUST ADD UP TO THE TOTAL COST OF THAT SECTION

AND TOTAL COST OF THE BID SUBMITTAL

The undersigned attests to his/her authority to submit this bid and to bind the firm herein named to perform as per contract, if the firm is awarded the agreement by the Village. The undersigned further certifies that he/she has read the Request for Bid relating to this request and this bid is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the Bidder hereby declares that this bid is made without collusion with any other person or entity submitting a bid pursuant to this ITB.

Firm: ARANGO BILLBOARD & CONSTRUCTION CO LLC

Authorized Signature: _____ **Title:** OWNER

Print or Type Name: LAZARO ARANGO **Date:** 10/09/2025

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELIGIBLE FOR AWARD.

Tab E. Firm's Qualifications

FORM 2
COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Bid is true, that your response to the ITB is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the ITB for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Bidder's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

LAZARO ARANGO
Firm Name

7935 NW 60 ST, MIAMI, FL 33166
Principal Business Address

786-615-7575
Telephone Number — Facsimile Number

LAZARO@ARANGOBILLBOARD.COM
Email Address

47-4855235
Federal I.D. No. or Social Security Number — Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? 10

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

L15000140633 — 08/17/2015
Document Number — Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

CERTIFIED GENERAL CONTRACTOR — CGC15254177 — 04/14/2016
Category — License No. — Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):
□ Individual □ Partnership □ Corporation ☑ LLC □ LLP □ Other

Please identify the Firm's primary business: GENERAL CONSTRUCTION

Please identify the number of continuous years your Firm has performed its primary business: 10

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
CGC	FL DBPR	CGC1524177	07/31/2024
EC	FL DBPR	EC13015103	06/17/2025
CUC	FL DBPR	CUC1226529	10/08/2025

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to $X-Amount, No Cost, Other)
LAZARO ARANGO	OWNER	ALL
BEATRIZ ARANGO	OWNER	ALL

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	26
Total No. of Managerial/Administrative Employees	2
Total No. of Trades Employees by Trade	0

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

RISK STRATEGIES — Insurance Carrier Name

MICHAEL BONET — Insurance Carrier Contact Person

9350 S DIXIE HWY, SUITE 1400, MIAMI, FL 33156 — Insurance Carrier Address

305-461-8217 — Telephone No.

MBONET@RISK-STRATEGIES.COM — Email

Has the Firm filed any insurance claims in the last five (5) years? ☑ No □ Yes If yes, please identify the type of claim and the amount paid out under the claim: _____

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)
LAZARO ARANGO	OWNER	50
BEATRIZ ARANGO	OWNER	50

Please identify whether any of the owners/partners identified above are owners/partners in another entity:
□ No ☑ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)
LAZARO ARANGO	ARANGO LANDSCAPING	50
BEATRIZ ARANGO	ARANGO LANDSCAPING	50

CURRENT AND PAST CLIENTS

Please identify a list of current and past clients, with an emphasis on clients that are Florida municipalities and/or local governments:

Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded
CITY OF DORAL	JULIO AMOEDO	305-593-6740	julio.amoedo @cityofdoral.com	02/21/2025
CLEAR CHANNEL OUTDOOR	KENNY MCDOLE	305-714-3510	kennymcdole @clearchannel.com	2015
OUTFRONT MEDIA	SEBASTIAN GAVIRIA	954-317-0326	juansebastian.gaviria @outfront.com	2015
LAMAR	DAVE RATLIFF	239-225-0543	PDRATLIFF @LAMAR.COM	2017
NEW TRADITION	ALEX GONZALEZ	305-345-2459	alex@g5consulting services.com	2020

Additional current and past clients may be attached to this form on a separate sheet.
See attached sheet

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded
CITY OF DORAL	JULIO AMOEDO	305-593-6740	julio.amoedo @cityofdoral.com	02/21/2025
CITY OF MIAMI BEACH	JASPER JOHNSON	305-970-5668	JASPERJOHNSON @CLEARCHANNEL.COM	04/04-03/23
CITY OF FT LAUDERDALE	STU TERRAZA	972-922-7274	ETERRAZA @PRONETGROUP.COM	09/13-01/15
CITY OF MIAMI GARDENS	LATORA FRANCIS	305-622-8000 ext2489	lfrancis@miamigardens-fl.gov	09/24/25
City of Miramar	Jeff Legg	786-646-9114	jeff.legg@outfront.com	08/2020

List of clients:

- City of Doral
  - Prime Contractor for ITB 2024-16 Construction of City of Doral Trolley Shelters. (See attached notice of Award)
- City of Miami Gardens
  - Primary vendor for ITB 24-25-029 Bus Shelter Installation. (See attached notice of Award)
- City of Miami Beach
  - Prime Contractor for City of Miami Beach RFP No. 107-99/00
    - Maintenance, removal, and installation of city bus shelters.
- City of Hialeah
  - Prime Contractor for City of Hialeah bus Shelter Ordinance 02-27
    - Maintenance, removal, and installation of city bus shelters.
- City of Fort Lauderdale
  - Prime Contractor for Broward County Contract V1136311Q1 (Formerly known as Sanchez Arango Construction)
    - Maintenance, removal, and installation of city bus shelters.
- Village of Bal Harbor
  - Constructed 8 bus shelters in the Village of Bal Harbour (Formerly known as Sanchez Arango Construction)
- City of Miami
  - Maintenance, removal, and installation of city bus shelters (Formerly known as Sanchez Arango Construction).
- City of South Miami
  - Prime Contractor per Resolution 176-13-13994 to construct bus shelters in City of South Miami. (Formerly known as Sanchez Arango Construction).
- City of Tampa
  - Contractor for the installation of new bus shelters for the Hillsborough Area Regional Transit (HART). (Formerly known as Sanchez Arango Construction).
- City of Miramar
  - Contractor for RFP 19-05-24 construction of 5 electronic advertising billboards within City of Miramar property.
- Clear Channel Outdoor
  - General Contractor for all billboard related maintenance, ad posting, takedown, new installation, electrical troubleshooting, tree trimming & clearing throughout the State of Florida.
- Outfront Media
  - General Contractor for all billboard related maintenance, ad posting, takedown, new installation, electrical troubleshooting, tree trimming & clearing throughout the State of Florida.
- New Tradition Media

        - General Contractor for all billboard related maintenance, ad posting, takedown, new installation, electrical troubleshooting, tree trimming & clearing throughout South Florida.
    - WAM
        - General Contractor for all billboard related maintenance, ad posting, takedown, new installation, electrical troubleshooting, tree trimming & clearing throughout South Florida.
    - Road Space Media
        - General Contractor for all billboard related maintenance, ad posting, takedown, new installation, electrical troubleshooting, tree trimming & clearing throughout the State of Florida.
    - SDE Media
        - General Contractor for all billboard related maintenance, ad posting, takedown, new installation, electrical troubleshooting, tree trimming & clearing throughout the State of Florida.
    - Lamar Outdoor Advertising
        - General Contractor for all billboard related maintenance, ad posting, takedown, new installation, electrical troubleshooting, tree trimming & clearing throughout South Florida.

RESOLUTION No. 25-48

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDING INVITATION TO BID #2024-16 "DORAL TROLLEY INFRASTRUCTURE IMPROVEMENTS" TO ARANGO BILLBOARD & CONSTRUCTION CO., LLC. IN AN AMOUNT NOT TO EXCEED OF NINE HUNDRED THIRTY THREE THOUSAND, EIGHT HUNDRED THIRTY DOLLARS AND 80/100 ($933,830.80) WHICH INCLUDES A 10% CONTINGENCY FOR ANY UNFORESEEN CONDITIONS, AND A 2% DEDICATED ALLOWANCE FOR ANTICIPATED PERMITTING COSTS; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the purpose of the City of Doral's (the "City") trolley system is to help relieve traffic congestion, increase transit ridership, and offset parking shortages.; and

WHEREAS, the City's Public Works Department ("PWD") continues to monitor and improve the City's Trolley System's connectivity and accessibility throughout its network.; and

WHEREAS, for this reason, and in efforts to sustain a safe, pleasing, and reliable operation, the PWD periodically recommends the design for new bus shelters and/or improvements of existing bus shelters, considering ridership demand and infrastructure needs.; and

WHEREAS, in February of 2023 the City procured design plans for improvements on ten (10) existing trolley stop locations to install bus shelters; and

WHEREAS, City staff prepared ITB No. 2024-16 to identify a qualified and experienced contractor to provide all material, labor, equipment and services to accomplish the "Doral Trolley Infrastructure Improvements" work, which generally entails improvements to ten (10) existing trolley stop locations; and

WHEREAS, on September 25, 2024, the City of Doral issued ITB No. 2024-16 inviting all qualified and experienced firms to submit bids for the Doral Trolley Infrastructure Improvements; and

WHEREAS, the Department of Procurement and Asset Management held a publicly noticed non-mandatory pre-bid conference on October 2, 2024; and

WHEREAS, on October 30, 2024, the City received and opened three (3) timely proposals from the following respondents Arango Billboard & Construction Co., LLC., Pedrail Systems LLC, and Waypoint Contracting Inc.; and

WHEREAS, accordingly, the bid submitted by Arango Billboard & Construction Co., LLC. was found to be satisfactory and based on this review, the lowest responsive and responsible bid was received from Arango Billboard & Construction Co., LLC. at a total cost of Nine Hundred Thirty Three Thousand, Eight Hundred Thirty Dollars and 80/100 ($933,830.80); and

WHEREAS, the PWD respectfully requests that the Mayor and City Councilmembers authorize the award of ITB No. 2024-16 – “Doral Trolley Infrastructure Improvements” to Arango Billboard & Construction Co., LLC. in an amount not to exceed Nine Hundred Thirty Three Thousand, Eight Hundred Thirty Dollars and 80/100 ($933,830.80) which includes a 10% contingency for any unforeseen conditions and 2% dedicated allowance for anticipated permitting costs, a copy of which is attached as Exhibit “A”; and

WHEREAS, funding for the construction of Doral Trolley Infrastructure Improvements is available in the Transportation Fund – “Improvement Streets” Account, Account No. 101.80005.500633.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Approval. The award of ITB 2024-16 to Arango Billboard & Construction Co., LLC, and the contract between the City and Arango Billboard & Construction Co., LLC. for Doral Trolley Infrastructure Improvements with an amount not to exceed Nine Hundred Thirty Three Thousand, Eight Hundred Thirty Dollars and 80/100 ($933,830.80), which includes a 10% contingency for any unforeseen conditions and 2% dedicated allowance for anticipated permitting costs, is approved as to form and legality by the City Attorney, are hereby approved.

Section 3. Authorization. The City Manager is authorized to negotiate and execute a Contract Agreement and expend budgeted funds on behalf of the City in furtherance hereof. The City Manager is further authorized to negotiate and enter into an agreement with the next highest ranked firm successively, if an agreement cannot be entered into with Contractor, provided the next bidder accepts the contract amount approved above.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Pineyro who moved its adoption. The motion was seconded by Councilmember Reinoso and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Maureen Porras	Yes
Councilwoman Digna Cabral	Absent
Councilman Rafael Pineyro	Yes
Councilwoman Nicole Reinoso	Yes

PASSED AND ADOPTED this 12 day of February, 2025.

CHRISTI FRAGA, MAYOR

ATTEST:

CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

LORENZO COBIELLA
GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC
CITY ATTORNEY

EXHIBIT “A”

Memorandum

Date:	February 12, 2025
To:	Honorable Mayor and Councilmembers
From:	Zeida C. Sardiñas City Manager
Department:	Carlos Arroyo Public Works Director
Subject:	**Award Recommendation of ITB 2024-16 Doral Trolley Infrastructure Improvements to Arango Billboard & Construction Co. LLC.**

Introduction

This memorandum provides Staff's recommendation for the Mayor and the City Councilmembers to authorize the City Manager to award Invitation to Bid (ITB) No. 2024-16 "Doral Trolley Infrastructure Improvements" to Arango Billboard & Construction Co. LLC.

Background

The purpose of the trolley system is to help relieve traffic congestion, increase transit ridership, and offset parking shortages. The City of Doral Public Works Department (PWD) continues to monitor and improve the Doral Trolley System's connectivity and accessibility throughout its network. For this reason, and in efforts to sustain a safe, pleasing, and reliable operation, the PWD periodically recommends the design for new bus shelters and or improvements of existing bus shelters, considering ridership demand and infrastructure needs. In February of 2023 the City procured design plans for improvements on ten (10) existing trolley stop locations to install bus shelters. Construction will occur at the following locations:

Bus Stop No.	Location
1039	NW 109th Avenue South of NW 90th Street
3042	NW 104th Avenue South of NW 74th Street
1082	NW 41st Street East of NW 114th Avenue
1051	NW 114th Avenue North of NW 60th Terrace
1043	NW 107th Avenue South of NW 83rd Street
3003	NW 74th Street West of NW 102nd Avenue
1047	NW 114th Avenue South of NW 82nd Street
1016	NW 97th Avenue North of NW 33rd Street
1056	NW 109th Avenue North of NW 50th Street
1074	NW 87th Avenue south of NW 21st Terrace

City Staff prepared ITB No. 2024-16 to identify a qualified and experienced contractor to provide all material, labor, equipment and services to accomplish the "Doral Trolley Infrastructure Improvements" work, which generally entails the installation of ten (10) bus shelters and sidewalk improvements at each location listed.

Procurement

On September 25, 2024, the City of Doral issued ITB No. 2024-16 inviting all qualified and experienced firms to submit bids for the Doral Trolley Infrastructure Improvements. Public notice was legally advertised in a local newspaper of general circulation in accordance with Florida Statues. Notices were also posted on the City's website, VendorRegistry.com, and Demandstar.com, with electronic broadcast to numerous vendors. The Department of Procurement and Asset Management held a publicly noticed non-mandatory pre-bid conference on October 2, 2024.

On October 30, 2024, the City received and opened three (3) proposals from the following respondents: Arango Billboard & Construction Co LLC, Pedrail Systems LLC, and Waypoint Contracting Inc.

Responsiveness, responsibility, and references were reviewed for the three submittals. After reviewing this submittal with subject matter expert staff, it was determined that it is in the best interest to recommend award of this ITB to Arango Billboard & Construction Co. LLC., in the amount of $933,830.80.

Fiscal Impact

The contract with Arango Billboard & Construction Co. LLC. will have a fiscal impact of $933,830.80, which includes a 10% contingency for any unforeseen conditions and a 2% dedicated allowance for anticipated permitting costs. Funding for this request is available from the Public

Works Transportation Fund, "Improvement - Street" Account, Account Num. 101.80005.500633.

Strategic Plan Alignment

This item follows the Public Safety strategic initiative of the City's Strategic Plan as it addresses infrastructure improvements.

Recommendation

The City Staff respectfully requests that the Mayor and City Councilmembers authorize the award of Invitation to Bid (ITB) No. 2024-16 "Doral Trolley Infrastructure Improvements" to Arango Billboard & Construction Co. LLC and authorize the City Manager to enter into a construction contract with Arango Billboard & Construction Co. LLC to provide labor and materials for the project in an amount of $933,830.80, which includes a 10% contingency for any unforeseen conditions and a 2% dedicated allowance for anticipated permitting costs.

City of Miami Gardens

Rodney Harris
Mayor

Robert Stephens III
Vice Mayor

Katrina L. Baskin
Council Member

Reggie Leon
Council Member

Michelle C. Powell
D.O., MPH
Council Member

Katrina Wilson
Council Member

Linda Julien
Council Member

Cameron D. Benson
City Manager

Sonja K. Dickens
City Attorney

Mario Bataille, CMC
City Clerk

September 24, 2025

Via E-Mail to lazaro@arangobillboard.com
Arango Billboard & Construction Co LLC
7935 NW 60th Street
Miami, Florida 33166

RE: Notice of Award - Invitation to Bid (ITB) No. 24-25-029 Bus Shelter Installation

Congratulations!

This is to confirm that the City of Miami Gardens City Council at its meeting held on September 24, 2025, accepted your solicitation response to the above referenced solicitation as Primary Vendor.

The award of this contract is in accordance with the terms and conditions of the referenced proposal specifications; contingent upon receipt of the proper insurance documentation.

A copy of this Notice with a copy of your solicitation response, including all terms and conditions, is being forwarded to the Using Agency.

Thank you for your interest in doing business with the City of Miami Gardens. If you have any questions, please do not hesitate to contact me at (305) 622-8000, Ext. 2489.

Sincerely,

Latora Francis

Latora Francis, Assistant Procurement Director
Office of Procurement Management

By signing below, Bidder certifies that the information contained herein is complete and accurate to the best of Bidder's knowledge.

Firm: ARANGO BILLBOARD & CONSTRUCTION CO LLC

Authorized Signature: _____ **Date:** 10/09/2025

Print or Type Name: LAZARO ARANGO **Title:** OWNER

FORM 9

REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

Reference No. 1

Company/Entity Name:	CITY OF MIAMI BEACH
Address Village, State Zip Code	MIAMI BEACH, FL
Contact Name: Title:	JASPER JOHNSON / OPERATIONS MANAGER
Phone No: Fax: Email:	305-714-3510 / JASPERJOHNSON@CLEARCHANNEL.COM
Date of Service or Contract Period: Location	April 2004 - March 2023
Summary of Services Performed Governmental or Private	CONSTRUCT, REPLACE AND MAINTAIN ALL BUS SHELTERS WITHIN CITY OF MIAMI BEACH LIMITS
Dollar Value of Contract	$ 3,349,937.60

Reference No. 2

Company/Entity Name:	CITY OF DORAL
Address Village, State Zip Code	DORAL, FL
Contact Name: Title:	JULIO AMOEDO / CHIEF OF CONSTRUCTION
Phone No: Fax: Email:	305-593-6740 | Julio.Amoedo@cityofdoral.com
Date of Service or Contract Period: Location	2024-2025 CITY WIDE
Summary of Services Performed Governmental or Private	REMOVE & REPLACE 10 BUS SHELTERS WITHIN CITY OF DORAL LIMITS
Dollar Value of Contract	$ 933,830.80

Reference No. 3

Company/Entity Name:	CITY OF FT LAUDERDALE
Address Village, State Zip Code	FORT LAUDERDALE, FL
Contact Name: Title:	STU TERAZA / CITY PROJECT MANAGER
Phone No: Fax: Email:	972-922-7274
Date of Service or Contract Period: Location	09/13 - 01/15
Summary of Services Performed Governmental or Private	BROWARD COUNTY CONTRACT C1136311Q1, PROVIDE LABOR & MATERIALS TO REPAIR AND REMOVE VARIOUS SHELTERS
Dollar Value of Contract	$ 676,329.67



Detail by Entity Name

Florida Limited Liability Company
ARANGO BILLBOARD & CONSTRUCTION CO., LLC

Filing Information

Document Number	L15000140633
FEI/EIN Number	47-4855235
Date Filed	08/17/2015
Effective Date	08/17/2015
State	FL
Status	ACTIVE

Principal Address

7935 NW 60 Street
MIAMI, FL 33166

Changed: 05/01/2016

Mailing Address

PO BOX 668320
MIAMI, FL 33166

Changed: 05/01/2016

Registered Agent Name & Address

PETERSON, BALDOR & MARANGES, PLLC
8000 SW 117TH AVENUE
SUITE 206
M, FL 33183

Authorized Person(s) Detail

Name & Address

Title MGR

ARANGO, LAZARO
13750 SW 36 STREET
MIAMI, FL 33175

Title MGR

ARANGO, BEATRIZ
13750 SW 36 STREET
MIAMI, FL 33175

Annual Reports

Report Year	Filed Date
2023	03/16/2023
2024	03/06/2024
2025	03/20/2025

Document Images

03/20/2025 -- ANNUAL REPORT	View image in PDF format
03/06/2024 -- ANNUAL REPORT	View image in PDF format
03/16/2023 -- ANNUAL REPORT	View image in PDF format
02/28/2022 -- ANNUAL REPORT	View image in PDF format
01/13/2021 -- ANNUAL REPORT	View image in PDF format
03/10/2020 -- ANNUAL REPORT	View image in PDF format
04/26/2019 -- ANNUAL REPORT	View image in PDF format
03/27/2018 -- ANNUAL REPORT	View image in PDF format
01/27/2017 -- ANNUAL REPORT	View image in PDF format
05/01/2016 -- ANNUAL REPORT	View image in PDF format
08/17/2015 -- Florida Limited Liability	View image in PDF format

001386

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

7244417

BUSINESS NAME/LOCATION

ARANGO BILLBOARD & CONSTRUCTION CO LLC
7915 NW 60TH ST
MIAMI FL 33166–3410

RECEIPT NO.

RENEWAL
7530822

OWNER

ARANGO BILLBOARD & CONSTRUCTION CO LLC
C/O LAZARO ARANGO, MGR

SEC. TYPE OF BUSINESS

213 SERVICE BUSINESS

Employee(s) 5

DARIEL FERNANDEZ
MIAMI-DADE COUNTY
IN GOD WE TRUST
TAX COLLECTOR

EXPIRES
SEPTEMBER 30, 2026

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

PAYMENT RECEIVED BY TAX COLLECTOR

$75.00 08/04/2025
PTBTC–25–136447

LBT

This Local Business Tax Receipt only confirms payment of the Local BusineTax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit mdctaxcollector.gov

001157

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

DARIEL FERNANDEZ MIAMI-DADE COUNTY IN GOD WE TRUST TAX COLLECTOR

7195772

BUSINESS NAME/LOCATION

ARANGO BILLBOARD & CONSTRUCTION CO LLC
7935 NW 60TH ST
MIAMI FL 33166–3410

RECEIPT NO.

RENEWAL
7478003

EXPIRES
SEPTEMBER 30, 2026

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER

ARANGO BILLBOARD&CONSTR CO LLC
JOSE MIEDES JR QUALIFIER

SEC. TYPE OF BUSINESS

196 GENERAL BUILDING CONTRACTOR
CGC1524177

PAYMENT RECEIVED BY TAX COLLECTOR

$75.00 08/04/2025
PTBTC–25–136447

Worker(s) 1

LBT

This Local Business Tax Receipt only confirms payment of the Local BusineTax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit mdctaxcollector.gov

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MIEDES, JOSE JR

ARANGO BILLBOARD & CONSTRUCTION CO., LLC
7935 NW 60TH STREET
MIAMI FL 33166

LICENSE NUMBER: CGC1524177

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/31/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES
Additional Business Qualification

LOZA, FERNANDO R

ARANGO BILLBOARD & CONSTRUCTION CO., LLC
7935 NW 60TH STREET
MIAMI FL 33166

LICENSE NUMBER: EC13015103

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 06/17/2025

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE SPECIALTY ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

AS A SIGN ELECTRICAL SPECIALIST

ARANGO, NICHOLAS ALEXANDER

ARANGO BILLBOARD & CONSTRUCTION CO., LLC
7935 NW 60TH STREET
MIAMI FL 33166

LICENSE NUMBER: ES12002517

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 04/22/2025

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE SPECIALTY ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES
Additional Business Qualification
AS A SIGN ELECTRICAL SPECIALIST

MIEDES, JOSE JR

ARANGO BILLBOARD & CONSTRUCTION CO., LLC
7935 NW 60TH STREET
MIAMI FL 33166

LICENSE NUMBER: ES12001970

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 07/31/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

ARANGO, NICHOLAS ALEXANDER

13750 SW 36TH ST
MIAMI FL 33175

LICENSE NUMBER: PE101935

EXPIRATION DATE: FEBRUARY 28, 2027

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ARANGO, NICHOLAS ALEXANDER

ARANGO BILLBOARD & CONSTRUCTION CO., LLC
7935 NW 60TH ST
MIAMI FL 33166

LICENSE NUMBER: CUC1226529

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 10/08/2025

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE RESIDENTIAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ARANGO, NICHOLAS ALEXANDER

ARANGO BILLBOARD & CONSTRUCTION CO., LLC
13750 SW 36TH ST
MIAMI FL 33175

LICENSE NUMBER: CRC1334782

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 02/21/2025

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ARANGO, NICHOLAS ALEXANDER

ARANGO BILLBOARD & CONSTRUCTION CO., LLC
13750 SW 36TH ST
MIAMI FL 33175

LICENSE NUMBER: CCC1336580

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 04/29/2025

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ARANGO, NICHOLAS ALEXANDER

ARANGO BILLBOARD & CONSTRUCTION CO., LLC
13750 SW 36TH ST
MIAMI FL 33175

LICENSE NUMBER: CFC1433776

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 07/09/2025

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400

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ARANGO, NICHOLAS ALEXANDER

ARANGO BILLBOARD & CONSTRUCTION CO., LLC
7935 NW 60TH ST
MIAMI FL 33166

LICENSE NUMBER: CMC1251625

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/19/2025

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401

CERTIFICATE
OF COMPLETION

NICHOLAS ARANGO

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Advanced Course

.

Training Provider:

Metro Florida Safety Council
Tri-County
Dade,Broward,Palm Beach FL 33441
Phone: 954-603-1900

Verify this Certificate by visiting www.motadmin.com

05/13/2024	05/02/2028	J M	623533
Issue Date	Expiration Date	Instructor	Certificate No.

FDOT

CERTIFICATE OF QUALIFICATION

Nicholas Arango

Has met the requirements for the Florida Department of Transportation qualification on:

QC Manager

12/04/2024	01/01/2099	3035625
Valid from	**Expires**	**Certificate No.**

Provider: Encobridge, Inc.

This certificate's validity can be verified at: www.ctqpflorida.com

CTQP
Construction Training Qualification Pro

OSHA®
Occupational Safety
and Health Administration

38-602019845

This card acknowledges that the recipient has successfully completed:

30-hour Construction Safety and Health

This card issued to:

Nicholas Arango

Brent Wesley Huffman
Trainer Name

11/14/2022
Date of Issue

Volunteer State Community College

An Authorized OSHA Training Institute Education Center®

615-230-3358
www.volstate.edu/osha

OSHA recommends Outreach Training Courses as an orientation to occupational safety and health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.

To verify this training, scan the QR code with your mobile device.

Rev. 1/2016

Complaint History

No license complaints.

FDOT prequalification

- Proposed Subcontractor Roads Renew LLC FDOT prequalification for Roadway Signing & Pavement Markings. See next page.
- FDOT does not offer prequalification for bus shelter work class.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

August 13,2025

ROADS RENEW LLC
21001 SW 198 AVE
MIAMI, FLORIDA 33187

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
PAVEMENT MARKING, ROADWAY SIGNING

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Principal in Charge

Lazaro Arango

7935 NW 60th Street, Miami, FL 33166 (786)615-7575 Lazaro@arangobillboard.com

Experience

CEO/Owner

2015 to Present (Arango Billboard & Construction)

- General Manager
- Operations Manager Billboard Division
- Operations manager Rotary Crews

CEO/Owner

2015 to Present (Arango Design & Landscaping)

- General Manager
- Operations Manager of Landscaping Division

Vice President / Co-Owner 50%

1995 to 2015 (Sanchez Arango Construction)

- General Manager
- Operations Manager of the Construction Department

Manager / Co-Owner 50%

2006 to 2015 (Sanchez Arango Landscaping, L.L.C.)

- Administration

Manager / Co-Owner 50%

2006 to 2015 (Sanchez Arango Equipment & Leasing, L.L.C.)

- Administration

Vice President / Co-Owner 50%

2003 to 2015 (Sanchez Arango Enterprises)

- Administration

President / Owner

1993 to 1995 (Lazaro's General Repair, Miami, FL)

- Project Manager
- Estimator
- Procurement Manager

Lead Carpenter

1987 to 1993 (AK Media, Miami, FL)

Supervisor (Don Hall)

- Assistant Operations Manager
- Carpenter Department / Construction Department Foreman

Manager

1986-1987 (J & M Condo Management)

Supervisor (Murray Rose, Jose Garcia)

Isla Del Mar Condominium – 1800 NW 24th Ave, Miami, FL 33125

The Palms of Key Biscayne – 8 Crandon Blvd, Key Biscayne, FL 33149

- Building Maintenance Manager / Operations Manager

Drafter

1985 to 1986 (Dade County Public School Board)

Supervisor (Marina Corredero)

2925 NW 41 Street, Miami, FL 33142

- Architectural / Mechanical Drafting
- Generate Blue Print Drawings for All Special Projects in the Construction Department

Education

Interamerican Military, Miami, FL

1978 to 1985

- High School

Miami Senior High Vocational School (Architectural / Mechanical Drafting)

1983 to 1985

References

References are available on request.

Tab F. Project Team/Personnel Qualifications

NORTH BAY VILLAGE
INVITATION TO BID NO. ITB-2025-007

FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: □ No □ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications (Attach Copies)
LAZARO ARANGO	OWNER	35	10	
BEATRIZ ARANGO	OWNER	35	10	
NICHOLAS ARANGO	DIRECTOR OF OPERATIONS	5	5	CCC1336580 - ES12002517 CFC1433776 - CMC1251625 CUC1226529 - PE101935
DENISE RUIZ	OFFICE MANAGER	20	10	
JORGE FERNANDEZ	DIRECTOR OF BUSINESS GROWTH & DEVELOPMENT	38	10	

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the Village:

Arango Billboard is family owned & operated. The city will have the luxury of immediate access to ownership. Our firm maintains a strong reserve of cross-trained personnel and prequalified subcontractors, enabling immediate substitution if needed. All replacements will meet or exceed the qualifications of the original Key Staff. This ensures seamless continuity without delays or loss of quality.

Please identify each Key Staff member's engagement commitments that will exist concurrently with the Village's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement
Nicholas Arango	Project Manager	NBV	40	Contract Duration
Denise Ruiz	Contract Administrator	NBV	40	Contract Duration
Lazaro Arango	Director of Operations	NBV	40	Contract Duration

PROPOSED SUBCONTRACTORS

The undersigned Bidder hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The Bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the Village with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the Bidder's bid. (If no subcontractors are proposed, state "None" on first line below.)

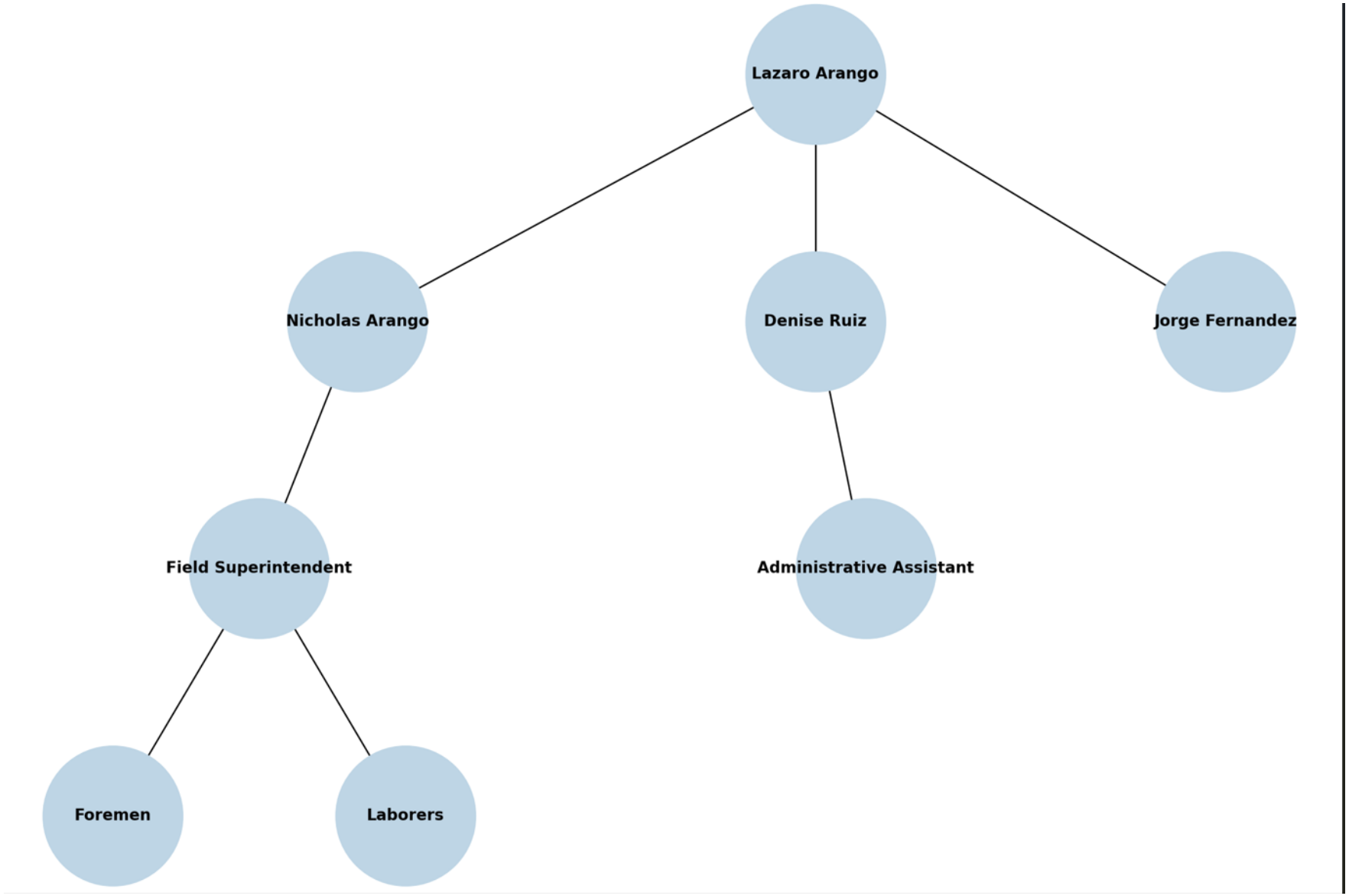
Subcontractor Name & Address	Scope of Work	License Number
ROADS RENEW LLC	PAVEMENT MARKING, ROADWAY SIGNING	ATTACHED

Firm: ARANGO BILLBOARD & CONSTRUCTION CO LLC

Authorized Signature: _____ **Date:** 10/09/2025

Print or Type Name: LAZARO ARANGO **Title:** OWNER

Organizational Chart



Lazaro Arango

7935 NW 60th Street, Miami, FL 33166 (786)615-7575 Lazaro@arangobillboard.com

Experience

CEO/Owner

2015 to Present (Arango Billboard & Construction)

- General Manager
- Operations Manager Billboard Division
- Operations manager Rotary Crews

CEO/Owner

2015 to Present (Arango Design & Landscaping)

- General Manager
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Vice President / Co-Owner 50%

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Manager / Co-Owner 50%

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- Administration

Manager / Co-Owner 50%

2006 to 2015 (Sanchez Arango Equipment & Leasing, L.L.C.)

- Administration

Vice President / Co-Owner 50%

2003 to 2015 (Sanchez Arango Enterprises)

- Administration

President / Owner

1993 to 1995 (Lazaro's General Repair, Miami, FL)

- Project Manager
- Estimator
- Procurement Manager

Lead Carpenter

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Supervisor (Don Hall)

- Assistant Operations Manager
- Carpenter Department / Construction Department Foreman

Manager

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Isla Del Mar Condominium – 1800 NW 24th Ave, Miami, FL 33125

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- Building Maintenance Manager / Operations Manager

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Supervisor (Marina Corredero)

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- Generate Blue Print Drawings for All Special Projects in the Construction Department

Education

Interamerican Military, Miami, FL

1978 to 1985

- High School

Miami Senior High Vocational School (Architectural / Mechanical Drafting)

1983 to 1985

References

References are available on request.

Nicholas Arango, PE

786-615-7575 | Nick@ArangoBillboard.com

Summary of Qualifications

Experienced Senior Project Manager experienced overseeing all projects including roadway, signalization, lighting, signage, limited access, & Intelligent Transportation Systems (ITS) infrastructure projects.

Education

Bachelor of Science in Civil Engineering August 2018 - December 2021
Florida International University (FIU), Miami, FL

- Magna Cum Laude

Master of Science in Civil Engineering January 2022 - December 2022
Florida International University (FIU), Miami, FL

- Area of Technical Specialization: Structural Engineering

Certifications

- Professional Engineer
  - License #: PE101935
- Certified Residential Contractor
  - License # CRC1334782
- Certified Roofing Contractor
  - License # CCC1336580
- Certified Electrical Contractor Sign Specialty
  - License #ES12002517
- Certified Plumbing Contractor
  - License #CFC1433776
- Certified Mechanical Contractor
  - License # CMC1251625
- Certified Underground Utility & Excavation
  - License # CUC1226529
- Real Estate Sales Associate
  - License # SL3489573
- FDOT Construction Training & Qualification Program (CTQP)
  - Temporary Traffic Control (TTC) Advanced
  - Final Estimates Levels 1/2
  - ACI Concrete Field-Testing Technician - Grade I
  - Asphalt Paving Level 1/2
  - IMSA Traffic Signal Technician Level I
  - IMSA Traffic Signal Inspector
  - Drilled Shaft Inspection
  - QC Manager
  - Earthwork Level 1/2

Professional Experience

Arango Billboard & Construction

- Operations Manager — June 2020 - Present

Ally Engineering Services, Inc.

- Inspector Aid/Engineer Intern — June 2021 - August 2022
- CEI Contract Support Specialist — August 2022 – June 2024
- CEI Project Administrator — June 2024 - Present

Project Experience

City of Miami: Coral Nook Circle Project, District 4

- Inspector Aid — Sept 2021 - July 2022

FDOT: T6508 SR 25 (Okeechobee Rd.), From Broward Co. Line To W of HEFT

- Assistant CEI Contract Support Specialist — March 2022 – Sept 2023

FDOT: T4632 SR 9/I-95 from Gatlin Boulevard to St. Lucie West Boulevard Safety Improvements

- CEI Contract Support Specialist — June 2023 – August 2024

City of Miami Beach: North Beach Oceanside Park Construction Project

- CEI Project Administrator — May 2022 - October 2023

FDOT: T6546 SR 852/NW 215 STREET AND NW 2 AVENUE

- CEI Project Administrator — March 2024 – April 2024

FDOT: T6572 SR 852/County Line Rd from NW 27 Ave to NW 1700 Blk

- CEI Project Administrator — Nov 2023 – Sept 2024

FDOT: T6552 SR 909/W Dixie Hwy from NE 129 St to NE 151 St

- CEI Project Administrator — April 2024 – October 2024

FDOT: E6P09 SR 25/NW 36 St from NW 27 Ave to NW 22 Ave Roadway Project

- CEI Project Administrator — August 2024 – March 2025

Tab G. Insurance

Policy Number
GL100082923-02

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATIONS

Monroe Guaranty Insurance Company

Named Insured: Arango Billboard &

Effective Date: 02-20-2025
12:01 A.M., Standard Time

Agent Name: RISK STRATEGIES COMPANY

Agent No.: 00674-001

Item 1. Business Description: SIGN ERECTION, INSTALLATION, OR REPAIR

Item 2. Limits of Insurance

Coverage	Limit of Liability	
Aggregate Limits of Liability	$ 2,000,000	Products/Completed Operations Aggregate
	$ 2,000,000	General Aggregate (other than Products/Completed Operations)
Coverage A - Bodily Injury and Property Damage Liability	$ 1,000,000	any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability
Damage To Premises Rented To You	$ 100,000	any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability
Coverage B - Personal and Advertising Injury Liability	$ 1,000,000	any one person or organization subject to the General Aggregate Limits of Liability
Coverage C - Medical Payments	$ 5,000	any one person subject to the Coverage A occurrence and the General Aggregate Limits of Liability

Item 3. Retroactive Date

This Insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs before the Retroactive Date, if any, shown here: _____
(Enter Date or "None" if no Retroactive Date applies)

Item 4. Form of Business and Location of Premises

Forms of Business: LIMITED LIABILITY COMPANY
Location of All Premises You Own, Rent or Occupy:
See Schedule of Locations

Item 5. Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of issue:
See Schedule of Forms and Endorsements

Item 6. Premiums

Coverage Part Premium:	$ 58,543.00
Other Premium:	
Total Premium:	$ 58,543.00

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INFORMATION PAGE

Current Policy No.: AVWCFL3349232025
Renewal of Policy: AVWCFL3250972024

Insurer:
AMERICAN INTERSTATE INSURANCE COMPANY
2301 HWY 190 WEST
DERIDDER, LA 70634
337.463.9052
NCCI Carrier Code: 24759

Agent and Address:
PMC INSURANCE GROUP, A DIV OF ONE80 INTERMEDIARIES
209 Burlington Road, Suite 109
BEDFORD, MA 01730
Agent Telephone: 781.449.7744
Agent Number: 00014698

Item 1. Insured and Mailing Address:
Arango Billboard & Construction Co, LLC
PO Box 668320
MIAMI, FL 33166

Insured Telephone: 786.615.7575
Insured Risk ID: 093326458
Insured FEIN: 474855235
Entity of Insured: LLC

Other workplaces not shown above: See Extension of Information Page.

Item 2. Policy Period: The Policy period is from February 20, 2025 12:01 A.M. to February 20, 2026 12:00 A.M. at the insured's mailing address.

Item 3. Coverage:

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:
FL, TX

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	**$ 1,000,000**	**each accident**
Bodily Injury by Disease	**$ 1,000,000**	**policy limit**
Bodily Injury by Disease	**$ 1,000,000**	**each employee**

C. Other States Insurance. Part Three of the policy applies to the states, if any, listed here:
All states except those listed in ITEM 3A and Connecticut, Hawaii, New Hampshire, New Jersey, New York, North Dakota, Ohio, Washington, Wyoming.

D. This policy includes these endorsements and schedules: See Extension of Information Page.

Item 4. Premium: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required on the Extension of Information Page is subject to verification and change by audit. See Extension of Information Page.

Total Estimated Annual Premium:	**$62,447**
Expense Constant Charge:	**$250**
FL Workers Comp. Insurance Guaranty Assoc. Surcharge:	**$0**
Total Cost:	**$62,447**
Minimum Premium:	**$764**

Countersigned By _____ February 26, 2025
Authorized Representative Date

Policyholders looking to present inquiries, obtain information regarding coverage, or requesting assistance in resolving complaints can contact AMERICAN INTERSTATE INSURANCE COMPANY by phone at 800.256.9052.

Monroe Guaranty Insurance Company

BUSINESS AUTO DECLARATIONS

ITEM ONE

PRODUCER:
RISK STRATEGIES COMPANY

NAMED INSURED: Arango Billboard & Construction Co
(See Named Insured Endorsement)
MAILING ADDRESS: PO Box 668320
Miami, FL 33166-9414

POLICY PERIOD: From 02-20-2025 to 02-20-2026 at 12:01 A.M. Standard Time at your mailing address shown above

PREVIOUS POLICY NUMBER: CA100082925-01

FORM OF BUSINESS:

[ ] CORPORATION [X] LIMITED LIABILITY COMPANY (LLC) [ ] INDIVIDUAL
[ ] PARTNERSHIP [ ] OTHER _____

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Premium shown is payable at inception: $ 215,728.00								
AUDIT PERIOD (IF APPLICABLE)		ANNUALLY		SEMI-ANNUALLY		QUARTERLY		MONTHLY

ENDORSEMENTS ATTACHED TO THIS POLICY:

IL 00 17 – Common Policy Conditions (**IL 01 46** in Washington)
IL 00 21 – Broad Form Nuclear Exclusion (not Applicable in New York) (**IL 01 98** in Washington)

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

COUNTERSIGNED _____ BY _____
(Date) (Authorized Representative)

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ITEM TWO

Schedule Of Coverages And Covered Autos

This Policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form next to the name of the coverage.**

COVERAGES	COVERED AUTOS	LIMIT OR DEDUCTIBLE	PREMIUM
COVERED AUTOS LIABILITY	1	$1,000,000	$ 177,107
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)	5	SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS DEDUCTIBLE.	$ 1,471
ADDED PERSONAL INJURY PROTECTION (or equivalent Added No-fault Coverage)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT.	
PROPERTY PROTECTION INSURANCE (Michigan only)		SEPARATELY STATED IN THE PROPERTY PROTECTION INSURANCE ENDORSEMENT MINUS DEDUCTIBLE FOR EACH ACCIDENT.	
AUTO MEDICAL PAYMENTS	2	$ 5,000 EACH INSURED	$ 602
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		SEPARATELY STATED IN THE MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT.	
UNINSURED MOTORISTS	2	$ 1,000,000	$ 9,603
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	2	$ 1,000,000	INCL

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Insured Copy

ITEM TWO
Schedule Of Coverages And Covered Autos (Cont'd)

PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7,8	DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM (A maximum deductible may also apply. Refer to Coverage Form for details.) OR SEE SCHEDULE DEDUCTIBLE FOR ALL PERILS FOR EACH COVERED AUTO (A maximum deductible may also apply. Refer to Coverage Form for details.) See ITEM FOUR For Hired or Borrowed Autos.	$ 7,548
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM (A maximum deductible may also apply. Refer to Coverage Form for details.) OR DEDUCTIBLE FOR ALL PERILS FOR EACH COVERED AUTO (A maximum deductible may also apply. Refer to Coverage Form for details.) See ITEM FOUR For Hired or Borrowed Autos.	
PHYSICAL DAMAGE COLLISION COVERAGE	7,8	SEE SCHEDULE DEDUCTIBLE FOR EACH COVERED AUTO. See ITEM FOUR For Hired Or Borrowed Autos.	$ 13,357
PHYSICAL DAMAGE TOWING AND LABOR		FOR EACH DISABLEMENT OF A PRIVATE PASSENGER AUTO, LIGHT OR MEDIUM TRUCK	
		TAX/ SURCHARGE/ FEE	
		PREMIUM FOR ENDORSEMENTS	$ 6,040
		***ESTIMATED TOTAL PREMIUM**	$ 215,728.00

*This Policy may be subject to final audit.

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Insured Copy

Tab H. Performance and Payment Bonds

THE GRAY SURETY

October 10, 2025

Arango Billboard & Construction Co., LLC
7935 NW 60th Street
Doral, FL 33166

To Whom It May Concern:

Please accept this letter as evidence of Arango Billboard & Construction Co., LLC bondability. They are bonded by The Gray Casualty & Surety Company and currently have a $2,500,000.00 single/$5,000,000.00 aggregate surety program. In our opinion, this organization remains properly financed, well equipped and capably managed.

We have worked with Arango Billboard & Construction Co., LLC for many years and have found them to have an excellent reputation in the community. If Arango Billboard & Construction Co., LLC is awarded a job and all underwriting requirements are met, we look forward to providing bonds when needed.

As this is a letter of recommendation and not a bid bond, Risk Strategies Company, The Gray Casualty & Surety Company, it's agents and owners accept no liability for its contents. The Surety reserves the right to review each submission and base our final decision upon conditions which exit at that time.

Please do not hesitate to contact me directly should you have any questions.

Sincerely,

Michael Bonet, Attorney-In-Fact
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY
SEAL

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: N/A **Principal:** Arango Billboard & Construction Co., LLC

Project: Complete Streets Short Term Improvements, ITB-2025-004

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Michael A. Bonet of Miami, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 10th day of October , 2025 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 10th day of October , 2025 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

Tab I. Bid Bond/Bid Security

FORM 13

BID SECURITY/BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Arango Billboard & Construction Co., LLC

as Principal and Bidder, and The Gray Casualty & Surety Company

Hereinafter called Surety, are held and firmly bound unto the North Bay Village, a municipality within the State of Florida, and represented by its Village Manager, in the sum of five percent of the total bid amount of: $ Five Percent of Amount Bid (Written Dollar Amount) dollars ($ ***5%***) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the North Bay Village for the furnishing of all labor, materials (except those to be specifically furnished by the Village), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and solicitation, entitled:

Complete Streets Short Term Improvements
ITB-2025-004

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5% of the bid amount be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Village for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the North Bay Village and furnishes the Performance Bond, in an amount equal to one hundred percent of the total bid amount, satisfactory to the Village, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the North Bay Village and the Surety herein agrees to pay said sum immediately upon demand of the Village in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said Arango Billboard & Construction Co., LLC as Principal herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal, and the said The Gray Casualty & Surety Company as Surety herein, has caused these presents to be signed in its name by its Attorney-In-Fact and attested in its name by its Power of Attorney under its corporate seal, this 8th day of October, 2025.

In the presence of:

Witness #1 Print Name: Denise Ruiz - Notary Public

Witness #2 Print Name: Jorge Fernandez

Signed, sealed and delivered by:

Print Name: LAZARO ARANGO

Title: OWNER

Principal/Firm: Arango Billboard & Construction Co., LLC

In the presence of:

Witness #1 Print Name: Stefany Delgado

Witness #2 Print Name: Genesis Ferrian

The Gray Casualty & Surety Company

Signed, sealed and delivered by:

Attorney-In-Fact: Michael A. Bonet

(Power of Attorney to be attached)

THE GRAY CASUALTY & SURETY COMPANY SEAL

Resident Agent

Michael A. Bonet

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid **Principal:** Arango Billboard & Construction Co., LLC

Project: Complete Streets Short Term Improvements, ITB-2025-004

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Michael A. Bonet of Miami, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 8th day of October , 2025 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 8th day of October , 2025 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

Tab J. Forms

FORM 1
BID CHECKLIST

✓	Form 1:	Bid Checklist
✓	Form 2:	Company Qualifications Questionnaire
✓	Form 3:	Certificate of Authority (Complete one of the two forms as applicable)
	Form 3A:	Certificate of Authority (for Corporations or Partnerships)
✓	Form 3B:	Certificate of Authority (for Individuals)
✓	Form 4:	Acknowledgment of Addenda
✓	Form 5:	Single Execution Affidavit
✓	Form 6:	Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))
✓	Form 7:	Dispute Disclosure
✓	Form 8:	Key Staff and Proposed Subcontractors
✓	Form 9:	Reference Letters
✓	Form 10:	E-Verify Affidavit
✓	Form 11:	IRS Form W-9
✓	Form 12:	Bid Form
✓	Form 13:	Bid Security/Bid Bond (unless waived)
✓	Form 14:	Affidavit Attesting to Noncoercive Conduct for Labor or Services
✓	Form 15:	Affidavit Regarding Prohibition on Contracting with Entities of Foreign Countries of Concern
N/A	Form 16:	Statement of No Bid (if applicable)

Firm: ARANGO BILLBOARD & CONSTRUCTION CO LLC **Date:** 10/09/2025

Authorized Signature: _____

Print or Type Name: LAZARO ARANGO **Title:** OWNER

NORTH BAY VILLAGE
INVITATION TO BID NO. ITB-2025-007

FORM 3B
CERTIFICATE OF AUTHORITY
(if Individual)

I, Lazaro Arango ("Affiant") being first duly sworn, deposes and says:

1. I am the Owner
   [Select and print as applicable: (Owner)/Partner/Officer/Representative/Agent] of: ARANGO BILLBOARD & CONSTRUCTION CO LLC doing business as N/A, the Bidder that has submitted the attached Bid.
2. I am fully informed respecting the preparation and contents of the attached Bid and all of the pertinent circumstances respecting such Bid.
3. I am authorized to execute the Bid dated 10/09/2025, and submit this Bid to North Bay Village, and the execution of this Certificate of Authority, attested to by a Notary Public, will be the official act and deed of this attestation.

In the presence of:

Witness #1 Print Name: DENISE RUIZ - NOTARY PUBLIC

Witness #2 Print Name: JORGE FERNANDEZ

Signed, sealed and delivered by:

Print Name: LAZARO ARANGO

Title: OWNER

ACKNOWLEDGMENT

State of Florida
County of MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __ online notarization, this 9 day of October, 2025, by Lazaro Arango (name of person) as OWNER (type of authority) for Arango Billboard & Const CO (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

✓ Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

DENISE RUIZ
Notary Public - State of Florida
Commission # HH 585908
My Comm. Expires Sep 15, 2028
Bonded through National Notary Assn.

NORTH BAY VILLAGE
INVITATION TO BID NO. ITB-2025-007

FORM 4
ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

_____ Addendum 1	_____ Addendum 6
_____ Addendum 2	_____ Addendum 7
_____ Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

Firm: ARANGO BILLBOARD & CONSTRUCTION CO LLC

Authorized Signature: _____ **Date:** 10/09/2025

Print or Type Name: LAZARO ARANGO **Title:** OWNER

FORM 5
SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE BIDDER AND NOTARIZED BELOW. IN THE EVENT THE BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

ARANGO BILLBOARD & CONSTRUCTION CO LLC
NAME OF PROPOSING OR BIDDING ENTITY

By: LAZARO ARANGO / OWNER
INDIVIDUAL'S NAME AND TITLE

47-4855235
FEIN OF PROPOSING OR BIDDING ENTITY

Date: 10/09/2025

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

LA
Bidder Initials

American Rescue Plan Act Compliance Affidavit

If applicable, Bidder acknowledges that compensation for the Services performed under the Agreement may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the Village pursuant to the American Rescue Plan Act ("ARPA"). In order to utilize ARPA funding, the Village shall incorporate the federally required contract provisions in the Agreement awarded under this RFP. The Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, but not limited to the following documents and guidelines, which are incorporated herein and made a part of this RFP: (i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable; (ii) The U.S. Department of the Treasury's Final Rule governing ARPA; (iii) U.S. Department of the Treasury Coronavirus

State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019); (iv) The U.S. Department of the Treasury's Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions; (v) American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement; (vi)The U.S. Department of the Treasury's ARPA Compliance and Reporting Guidance, and (vii) Assurances of Compliance with Title VI of the Civil Rights Act of 1964 (collectively, the "ARPA Regulations"). A copy of the ARPA Regulations are available for inspection by the Contractor at the Office of the Village Clerk and on the Village website.

LA
_____
Bidder Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

☑ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

□ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

□ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Contractor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

LA
_____
Bidder Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Bidder warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Bidder also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Bidder acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Bidder should the Bidder be selected for the performance of this contract.

LA
_____
Bidder Initials

Business Entity Affidavit

Bidder hereby recognizes and certifies that no elected official, board member, or employee of North Bay Village (the "Village") shall have a financial interest directly or indirectly in this transaction or any

compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Contractor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Contractor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder recognizes that with respect to this transaction or bid, if any Bidder violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

LA
_____
Bidder Initials

Non-Collusion/Anti-Collusion Affidavit

1. Bidder/Proposer has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Bidder/Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder/Proposer, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder/Proposer, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Bidder/Proposer, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Bidder/Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against North Bay Village or any person interested in the proposed Contract.

LA
_____
Bidder Initials

Scrutinized Companies

1. Bidder certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this ITB at its sole option if the Bidder or its subcontractors are found to have submitted a false certification; or if the Bidder, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

2. If the Agreement that may result from this ITB is for more than one million dollars, the Bidder certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this ITB at its sole option if the Bidder, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Bidder, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Bidder agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

LA
_____
Bidder Initials

Acknowledgment, Warranty, and Acceptance

1. Contractor warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Manager.
4. Contractor warrants that all information provided by it in connection with this bid is true and accurate.
5. I hereby propose to furnish the services specified in the ITB. I agree that my Bid will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the Bids.
6. I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Contractor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or Contractor under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor list.

LA
_____
Bidder Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)
LAZARO ARANGO	13750 SW 36TH ST MIAMI, FL 33175	50%
BEATRIZ ARANGO	13750 SW 36TH ST MIAMI, FL 33175	50%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

LA_____
Bidder Initials

Truth in Negotiation Certificate

The Contractor hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Invitation to Bid and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Contractor further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Village, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with North Bay Village, Florida.

LA
_____
Bidder Initials

Prohibition on Contingent Fees

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Invitation to Bid and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Contractor is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with North Bay Village, Florida. Contractor understands that for the breach or violation of this provision, the Village shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

LA
_____
Bidder Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page.

In the presence of:

Witness #1 Print Name: DENISE RUIZ - NOTARY PUBLIC

Witness #2 Print Name: JORGE FERNANDEZ

Signed, sealed and delivered by:

Print Name: LAZARO ARANGO

Title: OWNER

Firm: ARANGO BILLBOARD & CONSTRUCTION CO LLC

ACKNOWLEDGMENT

State of Florida
County of MIAMI- DADE

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __ online notarization, this 9 day of October, 2025, by Lazaro Arango (name of person) as OWNER (type of authority) for Arango Billboard & Const CO (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

✓ Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

DENISE RUIZ
Notary Public - State of Florida
Commission # HH 585908
My Comm. Expires Sep 15, 2028
Bonded through National Notary Assn.

FORM 6

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certifyand disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: ARANGO BILLBOARD & CONSTRUCTION CO LLC

Authorized Signature: _____ **Date:** 10/09/2025

Print or Type Name: LAZARO ARANGO **Title:** OWNER

NORTH BAY VILLAGE
INVITATION TO BID NO. ITB-2025-007

FORM 7
DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO ✓

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO ✓

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO ✓

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Contractor or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for North Bay Village.

Firm: ARANGO BILLBOARD & CONSTRUCTION CO LLC

Authorized Signature: _____ **Date:** 10/09/2025

Print or Type Name: LAZARO ARANGO **Title:** OWNER

NORTH BAY VILLAGE
INVITATION TO BID NO. ITB-2025-007

FORM 10
E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, North Bay Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The Bidder Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By submitting a response to this ITB and signing below, the Bidder Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☑ **Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.**

In the presence of:

Witness #1 Print Name: DENISE RUIZ - NOTARY PUBLIC

Witness #2 Print Name: JORGE FERNANDEZ

Signed, sealed and delivered by:

Print Name: LAZARO ARANGO

Title: OWNER

Firm: ARANGO BILLBOARD & CONSTRUCTION CO LLC

ACKNOWLEDGMENT

State of Florida
County of MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __ online notarization, this 9 day of October, 2025, by Lazaro Arango (name of person) as OWNER (type of authority) for Arango Billboard & Const CO (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

✓ Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

DENISE RUIZ
Notary Public - State of Florida
Commission # HH 585908
My Comm. Expires Sep 15, 2028
Bonded through National Notary Assn.

An official website of the United States government Here's how you know

E-Verify

Menu

My Company Account

New

E-Verify+™

Modernize the employment eligibility verification process today!

Learn More

Enable E-Verify+

My Company Profile

Company Information

Company Name
ARANGO BILLBOARD & CONSTRUCTION CO LLC

Doing Business As (DBA) Name

Company ID
2615783

Enrollment Date
Jan 29, 2025

Employer Identification Number (EIN)

Unique Entity Identifier (UEI)

474855235

DUNS Number

Total Number of Employees

20 to 99

NAICS Code

238

Sector

Construction

Subsector

Specialty Trade Contractors

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

7935 NW 60 ST
MIAMI, FL 33166

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

Number of Sites

1

Edit Hiring Sites

Company Access

My Company is configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

FORM 11

IRS FORM W-9

Please visit the following link for information about IRS Form W-9:
https://www.irs.gov/forms-pubs/about-form-w-9

Please complete and submit with the bid IRS Form W-9, which may be found online by visiting:
https://www.irs.gov/pub/irs-pdf/fw9.pdf

☑ **Check here to confirm IRS Form W-9 has been submitted as part of the response.**

Firm: ARANGO BILLBOARD & CONSTRUCTION CO LLC

Authorized Signature: _____ **Date:** 10/09/2025

Print or Type Name: LAZARO ARANGO **Title:** OWNER

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

ARANGO BILLBOARD & CONSTRUCTION CO., LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

7935 NW 60 ST

6 City, state, and ZIP code

MIAMI, FL 33166

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	7	–	4	8	5	5	2	3	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 2/7/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

By signing this form, the Bidder hereby declares that this bid is made without collusion with any other person or entity submitting a bid pursuant to this ITB.

Firm: ARANGO BILLBOARD & CONSTRUCTION CO LLC

Authorized Signature: _____ **Title:** OWNER

Print or Type Name: LAZARO ARANGO **Date:** 10/09/2025

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELIGIBLE FOR AWARD.

FORM 14
AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of ARANGO BILLBOARD & CONSTRUCTION CO LLC, a nongovernmental entity.
3. ARANGO BILLBOARD & CONSTRUCTION CO LLC does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Witness #1 Print Name: DENISE RUIZ - NOTARY PUBLIC

Witness #2 Print Name: JORGE FERNANDEZ

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Print Name: LAZARO ARANGO
Title: OWNER
Entity Name: ARANGO BILLBOARD & CONSTRUCTION CO LLC

OATH OR AFFIRMATION

State of Florida
County of MIAMI-DADE

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 9 day of October, 2025, by Lazaro Arango (name of person) as OWNER (type of authority) for Arango Billboard & Const Co (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

✓ Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

DENISE RUIZ
Notary Public - State of Florida
Commission # HH 585908
My Comm. Expires Sep 15, 2028
Bonded through National Notary Assn.

FORM 15

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, bid, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. ARANGO BILLBOARD & CONSTRUCTION CO LLC ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Witness #1 Print Name: DENISE RUIZ - NOTARY PUBLIC

Witness #2 Print Name: JORGE FERNANDEZ

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Print Name: LAZARO ARANGO

Title: OWNER

Entity Name: ARANGO BILLBOARD & CONSTRUCTION CO LLC

OATH OR AFFIRMATION

State of Florida
County of MIAMI-DADE

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 9 day of October, 2025, by Lazaro Arango (name of person) as OWNER (type of authority) for Arango Billboard & Const CO (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

✓ Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

DENISE RUIZ
Notary Public - State of Florida
Commission # HH 585908
My Comm. Expires Sep 15, 2028
Bonded through National Notary Assn.

Tab K. References

Bus Shelter Reference Letter

To whom it may concern,

This letter serves as reference for Arango Billboard & Construction in regard to their construction services provided for the removal, replacement, installation and maintenance of bus shelters on behalf of the City of Miami Beach.

Regards,



Jasper Johnson
Ph: (305) 592-6250

FORM 9

REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

Reference No. 1

Company/Entity Name:	CITY OF MIAMI BEACH
Address Village, State Zip Code	MIAMI BEACH, FL
Contact Name: Title:	JASPER JOHNSON / OPERATIONS MANAGER
Phone No: Fax: Email:	305-714-3510 / JASPERJOHNSON@CLEARCHANNEL.COM
Date of Service or Contract Period: Location	April 2004 - March 2023
Summary of Services Performed Governmental or Private	CONSTRUCT, REPLACE AND MAINTAIN ALL BUS SHELTERS WITHIN CITY OF MIAMI BEACH LIMITS
Dollar Value of Contract	$ 3,349,937.60

Reference No. 2

Company/Entity Name:	CITY OF DORAL
Address Village, State Zip Code	DORAL, FL
Contact Name: Title:	JULIO AMOEDO / CHIEF OF CONSTRUCTION
Phone No: Fax: Email:	305-593-6740 | Julio.Amoedo@cityofdoral.com
Date of Service or Contract Period: Location	2024-2025 CITY WIDE
Summary of Services Performed Governmental or Private	REMOVE & REPLACE 10 BUS SHELTERS WITHIN CITY OF DORAL LIMITS
Dollar Value of Contract	$ 933,830.80

Reference No. 3

Company/Entity Name:	CITY OF FT LAUDERDALE
Address Village, State Zip Code	FORT LAUDERDALE, FL
Contact Name: Title:	STU TERAZA / CITY PROJECT MANAGER
Phone No: Fax: Email:	972-922-7274
Date of Service or Contract Period: Location	09/13 - 01/15
Summary of Services Performed Governmental or Private	BROWARD COUNTY CONTRACT C1136311Q1, PROVIDE LABOR & MATERIALS TO REPAIR AND REMOVE VARIOUS SHELTERS
Dollar Value of Contract	$ 676,329.67

October 9, 2025

To whom it may concern,

This letter serves as reference that Arango Billboard & Construction is currently under contract with the City of Doral for construction services *(ITB 2024-16 Construction of City of Doral Trolley Shelters)* which include removal, replacement, and installation of bus shelters throughout the city.

Respectfully,

Julio Amoedo, MPA, CGC, CUC, GEC
Chief of Construction

FORM 9

REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

Reference No. 1

Company/Entity Name:	CITY OF MIAMI BEACH
Address Village, State Zip Code	MIAMI BEACH, FL
Contact Name: Title:	JASPER JOHNSON / OPERATIONS MANAGER
Phone No: Fax: Email:	305-714-3510 / JASPERJOHNSON@CLEARCHANNEL.COM
Date of Service or Contract Period: Location	April 2004 - March 2023
Summary of Services Performed Governmental or Private	CONSTRUCT, REPLACE AND MAINTAIN ALL BUS SHELTERS WITHIN CITY OF MIAMI BEACH LIMITS
Dollar Value of Contract	$ 3,349,937.60

Reference No. 2

Company/Entity Name:	CITY OF DORAL
Address Village, State Zip Code	DORAL, FL
Contact Name: Title:	JULIO AMOEDO / CHIEF OF CONSTRUCTION
Phone No: Fax: Email:	305-593-6740 | Julio.Amoedo@cityofdoral.com
Date of Service or Contract Period: Location	2024-2025 CITY WIDE
Summary of Services Performed Governmental or Private	REMOVE & REPLACE 10 BUS SHELTERS WITHIN CITY OF DORAL LIMITS
Dollar Value of Contract	$ 933,830.80

Reference No. 3

Company/Entity Name:	CITY OF FT LAUDERDALE
Address Village, State Zip Code	FORT LAUDERDALE, FL
Contact Name: Title:	STU TERAZA / CITY PROJECT MANAGER
Phone No: Fax: Email:	972-922-7274
Date of Service or Contract Period: Location	09/13 - 01/15
Summary of Services Performed Governmental or Private	BROWARD COUNTY CONTRACT C1136311Q1, PROVIDE LABOR & MATERIALS TO REPAIR AND REMOVE VARIOUS SHELTERS
Dollar Value of Contract	$ 676,329.67

Bus Shelter Reference Letter.

To whom it may concern,

This letter serves as reference for Arango Billboard & Construction in regard to their construction services provided for the removal, replacement, installation and maintenance of bus shelters on behalf of the City of Fort Lauderdale.

Regards,



Stu Terraza

(972)922-7274

FORM 9

REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

Reference No. 1

Company/Entity Name:	CITY OF MIAMI BEACH
Address Village, State Zip Code	MIAMI BEACH, FL
Contact Name: Title:	JASPER JOHNSON / OPERATIONS MANAGER
Phone No: Fax: Email:	305-714-3510 / JASPERJOHNSON@CLEARCHANNEL.COM
Date of Service or Contract Period: Location	April 2004 - March 2023
Summary of Services Performed Governmental or Private	CONSTRUCT, REPLACE AND MAINTAIN ALL BUS SHELTERS WITHIN CITY OF MIAMI BEACH LIMITS
Dollar Value of Contract	$ 3,349,937.60

Reference No. 2

Company/Entity Name:	CITY OF DORAL
Address Village, State Zip Code	DORAL, FL
Contact Name: Title:	JULIO AMOEDO / CHIEF OF CONSTRUCTION
Phone No: Fax: Email:	305-593-6740 | Julio.Amoedo@cityofdoral.com
Date of Service or Contract Period: Location	2024-2025 CITY WIDE
Summary of Services Performed Governmental or Private	REMOVE & REPLACE 10 BUS SHELTERS WITHIN CITY OF DORAL LIMITS
Dollar Value of Contract	$ 933,830.80

Reference No. 3

Company/Entity Name:	CITY OF FT LAUDERDALE
Address Village, State Zip Code	FORT LAUDERDALE, FL
Contact Name: Title:	STU TERAZA / CITY PROJECT MANAGER
Phone No: Fax: Email:	972-922-7274
Date of Service or Contract Period: Location	09/13 - 01/15
Summary of Services Performed Governmental or Private	BROWARD COUNTY CONTRACT C1136311Q1, PROVIDE LABOR & MATERIALS TO REPAIR AND REMOVE VARIOUS SHELTERS
Dollar Value of Contract	$ 676,329.67

ITEM NO. 11.J

North Bay Village
Recommendation Memorandum

DATE: December 16, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Craig Pinder, Village Planner

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY NORTH BAY VILLAGE TO MODIFY THE SITE PLAN FOR THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX AT 1335 79TH STREET CAUSEWAY, TO PROVIDE FOR A 6-STORY (82-FT. 8 IN. TALL) GOVERNMENT FACILITY; PROVIDING FOR FINDINGS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve the Staff request for site plan modification to provide for a 6-story Village Hall and Public Safety Complex.

BACKGROUND AND ANALYSIS

Enclosed is the corresponding staff report.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

N/A

ATTACHMENTS

Resolution -Site Plan Modification - Village Hall.DOCX
Staff Report - Village Hall-Safety Complex.pdf
1. Letter of Intent/Narrative.pdf
2. Sketch of Survey.pdf
3.Village Hall & Safety Site Plan Submittal.pdf

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY NORTH BAY VILLAGE TO MODIFY THE SITE PLAN FOR THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX AT 1335 79TH STREET CAUSEWAY, TO PROVIDE FOR A 6-STORY (82-FT. 8 IN. TALL) GOVERNMENT FACILITY; PROVIDING FOR FINDINGS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 12, 2023, the North Bay Village (the "Village") Commission (the "Commission") adopted Resolution No. 2023-159 (the "Original Site Plan Approval"), approving the site plan for the Village Hall and Public Safety Complex (the "Original Project") on an approximately 32,938 sq. ft. property, identified by Folio Nos. 23-3209-000-0060 and 23-3209-000-0061, located at 1335 79th Street Causeway (Kennedy Causeway), as legally described in Exhibit "A," attached hereto (the "Property"); and

WHEREAS, the Property is zoned T6-24 MU (Municipal Use) and is owned by the Village; and

WHEREAS, as originally approved, the Original Project consisted of a 5-story building; and

WHEREAS, on January 31, 2025, following a January 21, 2025 Commission discussion regarding the need for additional space in the Project in order to adequately accommodate Village operations, staff, and community needs, the Village Manager directed Wannemacher Jensen Architects, Inc. (the "Consultant") to proceed with design work to add an additional floor to the Project (the "Alternative Design"); and

WHEREAS, the Consultant has prepared the Site Plan, attached hereto as Exhibit "B" (the "Modified Site Plan") to implement the Alternative Design; and

WHEREAS, the Modified Site Plan proposes a project consisting of a 6-story, 82-ft. 8 in. tall building, with the same uses as the Original Project, and subject to the same exemptions previously approved by the Original Site Plan Approval; and

WHEREAS, pursuant to Section 15.3.B.10 of the Unified Land Development Code (the "ULDC"), the Commission approved certain exemptions to applicable

regulations through the site plan approval granted by the Original Site Plan Approval; and

WHEREAS, the Modified Site Plan proposes to retain the previously approved exemptions and add two new exemptions, as follows: (i) a parking exemption waiving the minimum off-street parking requirements established by the ULDC, thereby authorizing the provision of a total of ninety-three (93) parking spaces, consisting of ninety (90) on-site spaces and three (3) on-street spaces; and (ii) a stepback exemption waiving the requirement for a ten-foot (10') stepback along all building elevations for all floor levels above the fifth story (collectively, the "New Exemptions"); and

WHEREAS, Village staff reviewed the Modified Site Plan and found it largely consistent with the relevant goals, objectives, and policies in the Comprehensive Plan and the pillars articulated in the NBV100 Master Plan; and

WHEREAS, staff also evaluated the New Exemptions and found them to meet the criteria established in Sec. 15.3.B.10; and

WHEREAS, staff recommends approval of the Modified Site Plan subject to the Village Commission's approval of the requested exemptions; and

WHEREAS, the Village Commission finds that approving the Modified Site Plan for the Original Project pursuant to Section 5.4.D.1, and Chapter 15 of the Village's ULDC, with the same exemptions previously approved by the Original Site Plan Approval together with the New Exemptions, is in the best interest of the Village; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Findings of Fact. The Mayor and Village Commission make the following findings of fact based upon the substantial competent evidence provided:

> The requested site plan approval is not contrary to the public interest or detrimental to the community and is compatible with the surrounding land uses while maintaining the basic intent and purpose of the zoning and land use regulations. The Project supports the goals, objectives, and policies of the North Bay Village Comprehensive Plan and those of the NBV100 Master Plan, which include Livability, Resiliency, and Prosperity. The Project is compatible with surrounding intensities and densities of

development, provides access to adequate light and air for surrounding properties, provides use(s) intended to serve the needs of the residents; and creates a pedestrian-friendly experience at the ground level.

The New Exemptions are (a) necessary due to the Property's site conditions and constraints; (b) justified by the functional requirements connected to the uses proposed by the Project; (c) the minimum required to achieve the required functionality of the proposed uses; (d) not interfering with the purpose and intent of the T6 transect and of the T6-24MU zoning district specifically; and (e) in compliance with the Design Review Criteria of Sec. 15.7.I.

Section 3. Approval. Pursuant to Section 5.4.D.1 of the ULDC, the Modified Site Plan depicted in Exhibit "B" attached hereto and incorporated herein is hereby approved. The conditions of the Original Site Plan Approval as set forth in Resolution No. 2023-159 shall be retained and apply to the Modified Site Plan.

Section 4. Implementation. That the Village Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of December, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Exhibit “A"
LEGAL DESCRIPTION

Address: 1335 79th Street Causeway, NORTH BAY VILLAGE

Folio Numbers: 23-3209-001-0060 and 23-3209-001-0061

ALL OF LOT 2 OF “HARBOR ISLAND," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Exhibit “B"
SITE PLAN APPLICATION SET

(Attached)

MEMORANDUM
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Tel: (305) 756-7171
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Date: **December 16, 2025**

To: **Mayor and Commission of North Bay Village**

From: **Craig Pinder, Village Planner**

Through: **Frank Rollason, Village Manager**

Subject: **STAFF REPORT – Site Plan Modification for NBV Village Hall and Safety Complex, 1335 NE 79th Street Causeway**

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1. General Project Information

Owner/Applicant:	North Bay Village
Applicant Address:	1666 Kennedy Causeway Suite 300, North Bay Village, FL 33141
Site Address:	1335 79th Street Causeway
Site Acreage (Total)	0.75 acres or 32,938 sf.
Folio Number(s)	23-3209-000-0060 (east parcel) 23-3209-000-0061 (west parcel)
Contact Person:	Natalia Livian

2. Legal Description of Property

All of Lot 2 of "HARBOR ISLAND", according to the Plat thereof, as recorded in Plat Book 44, Page 72, of the Public Records of Miami-Dade County, Florida. (See Sketch of Survey included as Attachment 2).

3. Property Future Land Use Map and Zoning Designations

Future Land Use	Commercial
Zoning District	T6-24MU
Existing Land Use	23-3209-000-0060 – Vacant/Undeveloped and Surface Parking 23-3209-000-0061 – Surface Parking

4. Adjacent Land Use Map Classifications and Zoning Districts

North	Future Land Use	High Density Multi-Family Residential
	Zoning District	RM-70
	Existing Land Use	Multi-Family Residential
East	Future Land Use	Commercial
	Zoning District	CG
	Existing Land Use	Service Station
South	Future Land Use	Single-Family Residential
	Zoning District	RS-1
	Existing Land Use	Single Family Residential
West	Future Land Use	Commercial and High Density Multi-Family Residential
	Zoning District	CG and RM-70
	Existing Land Use	Mixed-Use (Condominium + Ground Floor Commercial)

5. Background Information

On November 15, 2023, the Planning and Zoning Board voted to forward Resolution No. 2023-159 to the Village Commission with a recommendation of approval of the proposed site plan to construct a 5-story, approximately 73-foot tall building to house a new Village Hall, North Bay Village Police Department, and Miami-Dade Fire Rescue Station #27, along with accessory parking within a parking garage for each of these uses. Following Planning and Zoning Board approval, the project was presented to the Village Commission on December 12, 2023 and received approval, including the following exemptions pursuant to Sec. 15.3.A.1.b(3):

- Primary Front Setback (JFK/79th Street Causeway) reduction from a continuous 20-foot minimum to a one (1) foot-four (4) inches minimum.
- Provision of an Arcade instead of a Gallery.
- Minimum required Arcade depth reduced from 20 feet to a minimum of 14 feet.
- Relief from the requirement that an Arcade overlap the whole width of the Kennedy Causeway setback up to the property line.
- A primary frontage reduction to provide sixty-three percent (63%) or 201 feet, where seventy percent (70%) or 223 feet is required.
- A secondary frontage reduction at ground level to provide 37 feet where 48 feet would be required.

- Required first story height, measured from Base Flood Elevation (BFE) plus freeboard to the finished floor of the second story, reduced from 20 feet to 19 feet; and

- Exemption from the loading zone requirements which required one 420 sq. ft. loading berth to be provided.

- Reduction of the required first story height from a minimum height of 20 feet measured from Base Flood Elevation (BFE) plus freeboard to the finished floor of the second story to a minimum of 19 feet.

6. Description of Applicant's Request

Pursuant to Section 5.4.D.1, the proposed modification seeks approval to construct an additional floor level containing 15,681 square feet to the original project which will house the new Village Hall, North Bay Village Police Department, and Miami-Dade Fire Rescue Station #27, along with an accessory parking structure. The expansion of the building's square footage is in response to a request by The Village to increase the overall building size to accommodate the anticipated growth in personnel for both the Police Department and Village Hall operations. Due to constraints and the unique geometry of the site, the only solution to meet the additional anticipated programmatic needs is to construct an additional (sixth) floor level to the building.

As a result of the increased square footage, additional parking is required and a stepback of 10' is required along all sides of the building above the fifth-floor level. Section 15.3.B.10 establishes criteria for granting exemptions to the transect regulations pertaining to Building Disposition and Building Configuration that may be granted by the Village Commission. As a part of the Site Plan modification request, the following new exemptions are being requested pursuant to Sec. 15.3.B.10:

1. ***Exemption from the Minimum Parking Requirements:*** The original project included a total of 93 parking spaces (90 on-site + 3 on-street), which exceeded the minimum requirement of 77 spaces. With the proposed expansion, however, additional parking is necessitated by the new shell floor, which will accommodate future office space for Village Hall and Police Department operations. As a result, the minimum required parking increases to 108 spaces.

   The applicant is therefore requesting an exemption from the parking requirements to allow the continued provision of 93 parking spaces, consisting of ninety (90) on-site spaces and three (3) on-street spaces. This reflects a reduction of approximately 14 percent from the minimum required parking spaces.

   Per the applicant's narrative, the only viable way to achieve compliance with the increased minimum parking requirement would be the construction of an additional parking level, thereby raising the building height to seven (7) stories. This modification would classify the structure as a high-rise building, triggering costly upgrades to meet high-rise code requirements, including upgraded fire protection systems, pressurized stairwells, and other enhanced life-safety features.

2. ***Relief from the required 10' stepback:*** Additionally, the applicant requests an exemption from the 10' stepback requirement applicable to all building elevations for floor levels above the fifth floor. Due to the site's geometry and physical constraints, applying the required stepback would substantially reduce the usable floor area needed to meet the project's programmatic requirements. Specifically, the stepback would result in an approximate 20-foot reduction in the

overall width of the building, rendering the proposed floor plan infeasible as the stair core would not connect to the sixth-floor plate, which is essential for proper circulation, egress, and life-safety compliance.

Approval of the requested exemption would allow the sixth-floor footprint to remain functional, preserving critical components such as the stair core while enabling the building to accommodate the Village's operational and programmatic needs.

7. Consistency with NBV100 Comprehensive Plan and NBV100 Master Plan

The proposed modifications to the institutional building are consistent with the NBV100 Master Plan Vision which encourages sensitive infill development of vacant sites to capitalize on existing resources. This location is said to be ideal for a new fire station that needs direct access to the Causeway and would also serve as an iconic civic structure that signifies arrival to North Bay Village.

NBV100 Master Plan – Pillars and Goals
The goal of NBV100 is to equip North Bay Village with the tools necessary to become a more complete, sustainable, and economically successful community that can adapt to the challenges of a changing climate. The NBV100 vision is framed through three pillars and several related goals. The following assessment addresses each goal that relates to the modified Project.

Livability
The Livability principle focuses on the desire by the three-island community to have a stronger sense of place to more accurately reflect the existing civic pride, create a more people-centered public realm, and leverage the value of NBV's privileged but underutilized bay frontage. Key goals in making NBV a more livable home to its residents involve greater walkability; more public access to the waterfront; additional gathering spaces and services; and projecting a renewed and art-infused village image to the world.

(1) Prioritize people over cars.
(2) Embrace the waterfront.
(3) Improve the quality of life.
(4) Synergize public space to refresh NBV identity.

Staff Evaluation: This project is considered critical as a factor to maintaining levels of service for the safety and welfare of Village residents, businesses, and visitors, and therefore will greatly contribute to raising quality of life and refreshing the Village's identify, as envisioned in the NBV100 Master Plan.

Resiliency
To ensure its Resilience, NBV must address how to secure the perimeter of the islands to keep the bay water out while efficiently managing the water that does come ashore. Adjusting sea walls, raising grades, good infrastructure planning and maintenance, as well as responsible stewardship of the bayfront edge's natural ecosystem, will be primary objectives.

(1) Created in water.
(2) Protected from water.
(3) Thriving with water.

Staff Evaluation: This development does not front Biscayne Bay; however, the project has been designed in accordance with the Village's Green Building Program requirements and will exceed the minimum number of required green building points. The original project is conditioned upon achieving certification through one of the available green building options and this obligation will remain unaffected by the proposed modifications.

Prosperity
The desire for Prosperity speaks to the shared goal to see the Village Center attract more retail, businesses and services that have found homes elsewhere in the region and bypassed NBV during prior boom years. The key to changing this pattern is linked to reinventing Kennedy Causeway as a welcoming pedestrian-oriented and business-friendly mixed-use main street and getting away from the existing car-oriented highway with disconnected shopping centers and isolated towers.

(1) Capitalize on existing resources.
(2) Increase private property value.
(3) Optimize and manage parking.
(4) Incentivize flexibility and predictability; and

Staff Evaluation: By integrating the Village Hall, Police Department, and Fire Station into a single 6-floor complex, the Village will be capitalizing on a Village-owned land asset, maximizing the usefulness and value of its property and optimizing parking.

8. Site Plan Approval Criteria

The site plan modification request seeks approval pursuant to Section 5.4.D.1, which provides, in part, that government facilities developed by the Village on public property are not subject to the review requirements; however, the Village Commission may, at its discretion, elect to voluntarily subject such facilities to those requirements. Accordingly, the review criteria set forth in Section 5.7.C are provided below:

(1) Protects against and minimizes any undesirable effects upon contiguous and nearby property.

Although an additional floor plate is proposed and an exemption from the 10-foot stepback requirement is requested, the project remains designed to be as internally focused as practicable to minimize potential visual impacts on neighboring properties. While the T6-24MU zoning district permits a maximum building height of 30 stories or 240 feet, the proposed modification limits the structure to six stories, or approximately 82 feet 8 inches measured to the roof deck. This height remains significantly below the allowable maximum and continues to mitigate potential visual impacts on adjacent properties.

(2) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

Due to the constraints of the site and the significant expense associated with constructing an additional parking level, the applicant has requested an exemption from the minimum parking requirements to allow the provision of 93 parking spaces in lieu of the 108 spaces otherwise required. This reflects an approximate 14% reduction from the minimum parking requirement which

is below the 30% parking ratio reduction that may be requested in the T6 Transect Zones. The site is located along NE 79th Street Causeway which is serviced by Metrobus Routes 79 and 279 with transit stops located within approximately 150 feet from the site. Additionally, the site plan includes 90 spaces within the parking garage and 3 additional on-street spaces.

(3) Provides sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

Due to the shape and lot constraints, the original site plan was approved with certain deviations from the minimum setback requirements. The requested exemption to the required building stepback at the 6th floor level is consistent with the previously approved deviations. The site plan continues to include a 14' arcade via exemption facing JFK Causeway, and an entry plaza facing Harbor Island Drive. Also, the site plan exceeds the 10% minimum open space requirements. Overall, staff considers that these proposals will protect and enhance the appearance and character of the neighborhood.

(4) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.

The additional floor level is proposed to be constructed as shell space. Because this square footage will not be occupied immediately, an updated traffic study will be submitted at the time of building permit application for the buildout of the shell floor. For the original project approval under Resolution No. 2023-159, a Traffic Impact Study (TIS) was prepared by Richard Garcia & Associates. Staff reviewed the TIS and recommended mitigation measures and/or optimization of signal timings at the intersection of 79th Street / John F. Kennedy Causeway and Harbor Island Drive to maintain an overall Level of Service (D) or better for individual approaches. Implementation of these improvements will require coordination between the Miami-Dade County Traffic Engineering Department and the Village to develop acceptable revised signal timing plans

Documentation of compliance with the applicable Level of Service (LOS) requirements, including those pertaining to drainage, fire flows, and all other required approvals from external infrastructure agencies for the project, including Miami-Dade County DERM, Water and Sewer Department (WASD), and Fire Rescue must be submitted prior to issuance of a building permit.

9. Compliance with Unified Land Development Code

The proposed development is mixed use, with the Village Hall portion encompassing primarily office space, as well as assembly space in the Commission chambers. Per Sec. 15.4.A.3, the broader Office building function includes government uses within the transect zone. The Police Department and the Fire Station are considered Civil Support Facilities, per Sec. 15.4.A.6.

There are no residential or commercial uses in the land use mix of the project, and the building is well below the maximum building height allowed in the T6-24MU zoning district. There are no density or height incentives being used, nor density rights being transferred into the development. No development agreement is required.

As stated in section 6 of this report, approval of two new exemptions from applicable regulations within Chapter 15 is being requested as part of the Site Plan Modification request, pursuant to the

provisions and criteria of Sec. 15.3.B.10.

Sec. 15.7.B. – Summary table and illustrations – T6-24 and T6-24MU (Municipal Use)

1. BUILDING DISPOSITION		
	Required	**Provided**
i. LOT OCCUPATION		
a. Lot Area	10,000 sf min.	32,938 sf
b. Lot Width	100 ft. min.	Up to 383 ft
c. Lot Coverage	90% max. 32,938 x 90% = 29,644.2 ft	24,008 ft per plans 24,008 / 32,938 = 73%
d. Floor Lot Ratio	13.0 max = 428,194 sf	129,645 sf (3.93 FLR)
e. Frontage at Front Setback	JFK Cswy 70% x (+/-318 ft) = 223 ft	63% = 201' **(via previously approved exemption)**
	Harbor Island Dr 70% x (+/-68 ft) = 48 ft	54% = 37'-4" @ ground level **(via previously approved exemption)** 56 feet Levels 2-5 (82%)
f. Open Space Requirement	10% Lot Area min. 32,938 ft x 10% = 3,294 ft	4,909 (15%)
g. Density with Bonus (1)	120 du/acre (see also Sec. 15.2.H) †	N/A
h. Density with Bonus (2)	150 du/acre (see also Sec. 15.2.H.)	N/A
ii. BUILDING SETBACK		
a. Primary Front – Kennedy Cswy.	20 ft.	1 ft-4 in **(via previously approved exemption)**
b. Primary Front – Waterfront	25 ft. min.	N/A
c. Secondary Front – Harbor Island Dr	10 ft. min.	34 ft @ Level 1 27 ft-2 in @ Levels 2-5
d. Side B – Bayshore Yacht & Tennis Club Condo	0 ft. min	7 ft-4 in
e. Rear – West Dr	5 ft. min	5 ft-10 in min Due to curved property line: 27 ft (NW) & 11.25 ft (NE)
f. Stepback 1 (All Sides)	10 ft. min. above 5th Story	0 ft (requested exemption)
g. Stepback 2 (All Sides)	5 ft. min. above 15th Story	N/A
2. BUILDING CONFIGURATION		
i. FRONTAGE		
a. Common Lawn	Prohibited	
b. Porch and Fence	Prohibited	
c. Terrace	Prohibited	

d. Forecourt	Allowed[2]	N/A
e. Stoop	Allowed[3]	
f. Shopfront	Allowed	
g. Gallery	Allowed	
h. Arcade	Prohibited	**Previously approved exemption - instead of Gallery and only 14 ft deep**
ii. BUILDING HEIGHT		
a. Min. Building Height	2 Stories	6 stories - 82 feet-8 inches at roof level (level 1 NGVD 10')
b. Max. Pedestal Height	10 Stories or 100 feet	
c. Max. Building Height	30 Stories or 240 feet	

Sec. 15.7.A. – Building function (use) and parking requirements table – T6 Transect Zone

USE		**PARKING REQUIREMENTS**	
		Required	**Provided**
a. **Common to all Uses listed below**			
Electric Vehicle (EV) charging stations (220V) per Sec. 8.23.		10% of the total number of required parking spaces 120 x 10% = 12 EVCS	20 EVCS
Bicycle parking and storage per Sec. 8.24. **Total Floor Area 64,488 sf**		Minimum of 6 bicycle parking / storage spaces for each 50,000 sf = 12 bicycle spaces	18 bicycle spaces
On-street parking along any frontage shall be counted towards the overall parking requirement.		N/A	3 ps
Loading Berth Standards – See Section15.6.D.		1 loading berth for office uses between 25,000 – 50,000 sf Berth size 420 sf	**0 (a loading area within the ROW was requested & approved via exemption)**
	Proposed Area or Capacity	**Required**	**Provided**
d. **Office**			
Village Hall (office use)	23,821 sf approx.	3 spaces/1,000 sf = 73 ps	32
g. **Civil Support Facility**			
Village Hall – Commission Chambers	Up to 65 seats	1 space per every 5 seats = 13 ps	13 ps
Police Department	6,700 sf	1 space/1,000 sf = 7 ps	26 ps
Fire Department	At least 15 ps		15 ps

TOTAL	**108 ps** **12 EVCS** **12 bicycle ps**	**93 ps** (requested exemption) **20 EVCS** **18 bicycle ps**

Sec. 8.20 establishes that Civic Uses shall achieve a minimum of 26 points in the Village's Green Building Program.

GREEN BUILDING PROGRAM		
Regulation		
Standard / Requirement	**Response Provided**	**Points Received**
ELECTRIC VEHICLE CHARGING STATIONS (evcs) – Sec. 8.21		
2 points for each station installed above the baseline number required pursuant to § 8.23.A and B. – Sec. 8.21	Provided stations: 20 evcs Stations above baseline: 20 evcs – 12 evcs = 8 evcs	8 points
WHITE ROOF / COOL ROOF – Sec. 8.21		
The entire roof surface must be covered in white/reflective covering and provide an initial and 3-year aged Solar Reflectance Index (SRI) as follows: • Low-sloped roofs with a slope less than or equal to 2:12: initial SRI of 82 and 3-year aged SRI of 64 • Steep-sloped roofs with a slope greater than 2:12: initial SRI of 39 and 3-year aged SRI of 32		4 points
100% NATIVE PLANTS IN LANDSCAPING		
Meet all landscaping requirements with 100% native vegetation		TBD
ENERGYSTAR RATING FOR ALL APPLIANCES/EQUIPMENT		
All appliances/equipment associated with the building are EnergyStar rated		TBD
FGBS GOLD CERTIFICATION		
Obtain FGBC Gold Certification		TBD
	TOTAL POINTS	8 points

Recommendation

Based on the analysis and findings, Staff has found that the project largely meets the Site Plan approval criteria and the current provisions of the ULDC, except for those items that are subject of the requests for exemptions as provided for in Section 15.3.B.10:

1. Parking exemption waiving the minimum off-street parking requirements established by the ULDC, thereby authorizing the provision of a total of ninety-three (93) parking spaces, consisting of ninety (90) on-site spaces and three (3) on-street spaces.

2. Stepback exemption waiving the requirement for a ten-foot (10') stepback along all building

elevations for all floor levels above the fifth story.

Staff has evaluated the requested exemptions, individually and together, against the above-mentioned criteria. Detailed descriptions of each request have been stated previously in section 6 of this report for the consideration of the Village Commission. Based on Staff's evaluation, the following findings are offered in support of the exemptions:

a) The requests are justified by the functional requirements of the project, including the space needs and design specifications of the proposed civil support functions, relative to the constraints posed by the site configuration.

b) The exemptions requested are the smallest possible deviations that allow the development to achieve the necessary functionality of the uses.

c) The exemptions do not interfere with the project's consistency with the purpose and intent of the transect and of this zoning district specifically.

d) The exemptions comply with the Design Review Criteria established in Sec. 15.7.I

If accepted, the exemptions may be approved as part of the Site Plan process, and the Site Plan may be approved, subject to the recommended condition included below.

Approval of the Site Plan shall not indicate or imply approval of working drawings (plans) and specifications required for building permits. All conditions shall be met as stated.

Recommended Condition

1. The conditions of the Original Site Plan Approval shall be retained and apply to the Modified Site Plan.

List of Staff Report Attachments

Attachment 1 – Letter of Intent/Narrative
Attachment 2 – Sketch of Survey
Attachment 3 – NBV Village Hall & Safety Complex Site Plan Submittal
Attachment 4 – Resolution – Site Plan Modification for Village Hall and Safety Complex

2312 NORTH BAY VILLAGE FIRE STATION 27 & VILLAGE HALL
Zoning Code Data and Exemption Narrative

CODE SUMMARY

Site Address

1335 N.E 79TH Street Causeway
North Bay Village, FL 33141

Folio Number

23-3209-001-0060 (east parcel)
23-3209-001-0061 (West Parcel)

Lot Area

Includes 2 lots:

- 23-3209-001-0060 (East Parcel) 21,238 +/-
- 23-3209-001-0061 (West Parcel) 11,700 +/-
- TOTAL 32,938 +/- (0.75 acres)

* As per section 15.7.B.1.i.a, Summary Table the minimum lot area is 10,000 SF
*Requires unity of title.

Zoning Actual

- As per Ordinance No. 2021-013, the site is zoned **T6-24MU** (Urban Core Zone - Municipal Use
- Transect Zone)
- As per Section 15.5, Form-Based Districts Regulating Plan, the site is identified as within the Harbor Island District (HID)
- As per Section 15.3.B.9.b, KBD (Kennedy Boulevard District) includes those Village owned properties shown on the Section 15, Form Based Districts Regulating Plan, on the north side of Kennedy Causeway on Harbor Island identified as HID, and as such the KBD regulations specific to T6-24MU are applicable.
- As per Section 15.3.B.10.b, transect regulations pertaining to Building Disposition and Building Configuration shall be considered referential guidelines within the T6-24MU transect zone. The Village Commission may grant exemptions to these requirements during site plan approval.

Permitted Uses

Village Hall, Fire Rescue Station & Police Department
As per Section 15.4.A.3, a government land use function encompasses under Office Use category.
As per Section 15.4.A.5, North Bay Village Offices is encompassed under Government Use category.

Future Land Use

As per the City of North Bay Village Future Land Use Map 2026, the site is designated as Commercial Use.

§ 15.7.B Summary Table and Illustrations—T6-24MU.

T6-24 SUMMARY TABLE

1. *Building disposition.*

i. *Lot occupation.*			
	Allowed/Required		**Proposed / Provided**
a. Lot Area	10,000 sf min.		32,938 sf (**0.75 acres**)
b. Lot Width	100 ft. min.		Up to 383 ft
c. Lot Coverage	90% max.	= 29,645 sf	**24,008 (73%)**
d. Floor Lot Ratio	13.0	= 428,194 sf	**129,465 SF = 3.93 FLR**
e. Frontage at Front Setback	@Kennedy Cswy +/-318 ft	223 ft. 70% min	**201 ft.** **63% via Exemption**
	@Harbor Island Dr. +/-52 ft	48 ft. 70% min	**37 ft** @ Level 1 (**56% via Exemption**) **56 ft** @ Levels 2-6 (83%)
f. Open Space Requirement	10% Lot Area min.	= 3,294 sf	4,909 sf (15%)
g. Density with Bonus (1)	120 du/acre (see also Sec. 15.2.H)	90 du	N/A
h. Density with Bonus (2)	150 du/acre (see also Sec. 15.2.H)	112 du	
ii. *Building setback.*			
a. Primary Front Kennedy Cswy.	20 ft.		**1 ft 4 in (16 in)** **requested Refer Exemption #1a**
b. Secondary Front/Side A Harbor Island Dr	10 ft. min.		**34 ft** @ Level 1 **27 ft - 2 in** @ Levels 2-6
c. Side B Bayshore Yacht & Tennis Club Condo	0 ft. min.		**7 ft - 4 in**
d. Rear West Dr. / Larry Paskow Way	5 ft. min.		**5 ft – 10 in min.** Rear concave Property Line allows: up to **27 ft** on northwest up to **11 ft - 4in** on northeast
e. Stepback 1 (All Sides)	10 ft. min. above 5th story		**0 ft** **Request exemption**
f. Stepback 2 (All Sides)	Additional 5 ft. min. above 15th story		n/a

2. *Building configuration.*

i. *Frontage.*		
h. Arcade	Prohibited	**Varies between 14ft to 20ft** Refer to requested exemption via Resolution
ii. *Building height.*		
a. Min. Building Height	2 stories	
b. Max. Pedestal Height	10 stories or 100 feet, whichever is less	**6 stories**
c. Max. Building Height	30 stories or 240 feet, whichever is less	**82'-8" (Roof level)**

3. *Proposed development*

Building Areas (SF)								
FLR/ Levels	Fire Department	Office (NSF)		Balconies, Restrooms, Corridors, Support		Garage	Bldg Utilities	Total
		VH	Police	VH	Police			
1	12,990	1,235		1,736		2,192	769	18,922
2	652					15,631		16,283
3						23,577		23,577
4						23,577		23,577
5		15,681		7,872				23,553
6		*6,905	6,700	6,314	3,634			23,553
Total	**13,642**	**23,821**	**6,700**	**15,922**	**3,634**	**64,977**	**769**	**129,465**

* Note: The numbers include 50% of the shared break room square footage. The break room's total area is 597 SF, of which 298.5 SF is allocated to each department.

1 Rear setback shall be 15 ft. min. when not abutting an alley and shall be 50 ft. min. above the fifth story when the rear lot line abuts a lower transect zone or RS-1, RS-2 or RM-40 residential zoning district.

2 Forecourts shall be pedestrian only.

3 Not allowed facing Kennedy Causeway.

† Note: Development approvals shall be valid for two years in accordance with these regulations following final approval by the Village Commission unless otherwise approved by development order. Such site plans may be granted no more than two one-year renewals, subject to approval by the Village Commission. To avoid expiration of the site plans, the applicant must apply for and obtain a full building permit within the time frames set forth above. See Section 15.2.H for additional requirements.

PARKING REQUIRMENT MATRIX PER SEC.15.7.A TABLE T6:

Use	AREA (net SF)/ CAPACITY	RATIO	REQUIRED (PS)	Proposed / Provided
a. Common to all Uses				
• Electric Vehicle (EV) charging stations **Sec. 8.23: A.** All New, Redeveloped, and Substantially Improved Projects; 1. Level 2 Charging. A minimum of ten (10) percent of the total number of required or provided parking spaces shall be equipped with an electric vehicle charging station rated at Level 2 or higher. If ten (10) percent calculates to a fractional number, that fractional number must be rounded up to the next higher whole number.		**(108 Required PS x 10%) = 11 PS**	**11 LVL 2 EV-PS**	**20 LVL 2 EV-PS**
• Bicycle parking and storage per **Sec. 8.24** Nonresidential development shall provide a minimum of 6 secure bicycle parking / storage spaces for each 50,000 sf. of floor area or part thereof		**Proposed Total Floor Area/ 50,000SF * 6** **64,488 GSF/ 50,000SF = 1.29** **50,000 SF = 6 Bicycle storage** **14,488 SF = 6 Bicycle storage** **Total = 12 Bicycle storage**	**12**	**12**

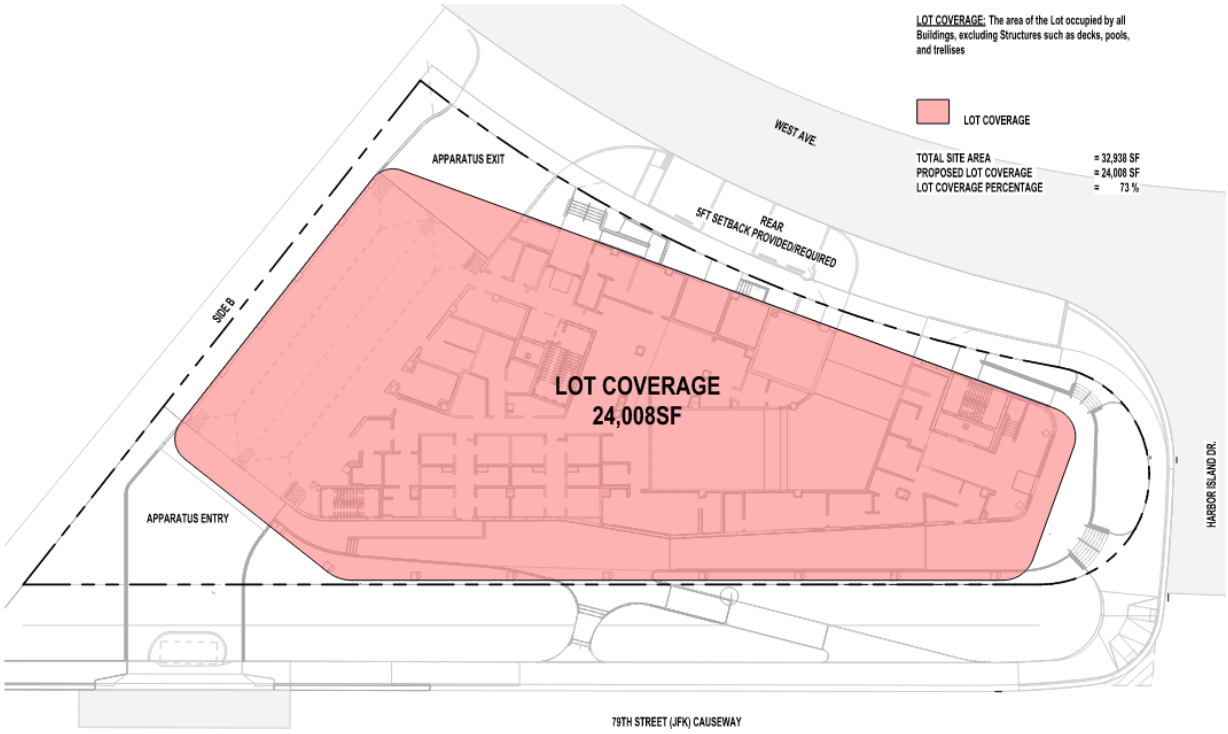
• On-street parking along any frontage shall be counted towards the overall parking requirement.				**3**
• Parking may be provided by ownership or lease offsite within 1,000 feet. if the distance is found to be reasonable by the Village Commission, per Section 9.3.D.				**n/a**
• Parking requirement may be reduced according to the Shared Parking Standards, Section15.6.C and Section15.6.D.				**n/a**
• Parking ratio may be reduced by thirty percent (30%) due to proximity to a Transit Corridor after review and approval by Village Commission.				**n/a**
• Loading Berth Standards – See Section15.6.D.		**Office, Commercial** **(1) 420 sf berth for 25k-50k sf**		**0** **(A loading area within ROW as been requested & Approved via exemption)**
d. Office				
Village Hall (VH) Office uses on Levels 1, 5 & 6 **(The office spaces area excludes the following: balconies, vertical circulation, building support & corridors/ lobbies)**	**23,821 NSF**	**3 PS for every 1,000 SF**	**73**	**32**
Police Department (PD) Office uses on Levels 6 **(The office spaces area excludes the following: balconies, vertical circulation, building support & corridors/ lobbies)**	**6,700 NSF**	**1 PS for every 1,000 SF**	**7**	**26**
g. Civic				
Community Facility (NBV - Commission Chambers)	**Up to 65 seats** **Minimum of one parking space for every five seats of assembly uses.**		**13**	**13**
Fire Department – (As per RFP)	**No less than 15 parking spots reserved for the Fire District Station - Exhibit A (Pg.14)**		**15**	**15**
	TOTALS		**108**	**93** **(90 onsite + 3 offsite)** **Requires Exemption**

Summary of Exemptions:
The proposed modification, which adds a core and shell floor for future Village use will require Review and potential Exemptions / Waiver for the following items;

1. A Building Setback waiver or exemption to eliminate the required 10 ft setback on all sides as required per section 15.7.B Summary Table and Illustrations—T6-24MU, ii. Building Setback, e. Stepback 1 - Above 5th Story. The proposed setback at 6th level is Zero (0) feet on all sides.
2. A parking waiver or exemption to remove the parking deficit of *fifteen* (15) parking spaces as required per Chapter 15.7.A

See further Detailed explanation of Summary of Exemptions (Pages 10-11).

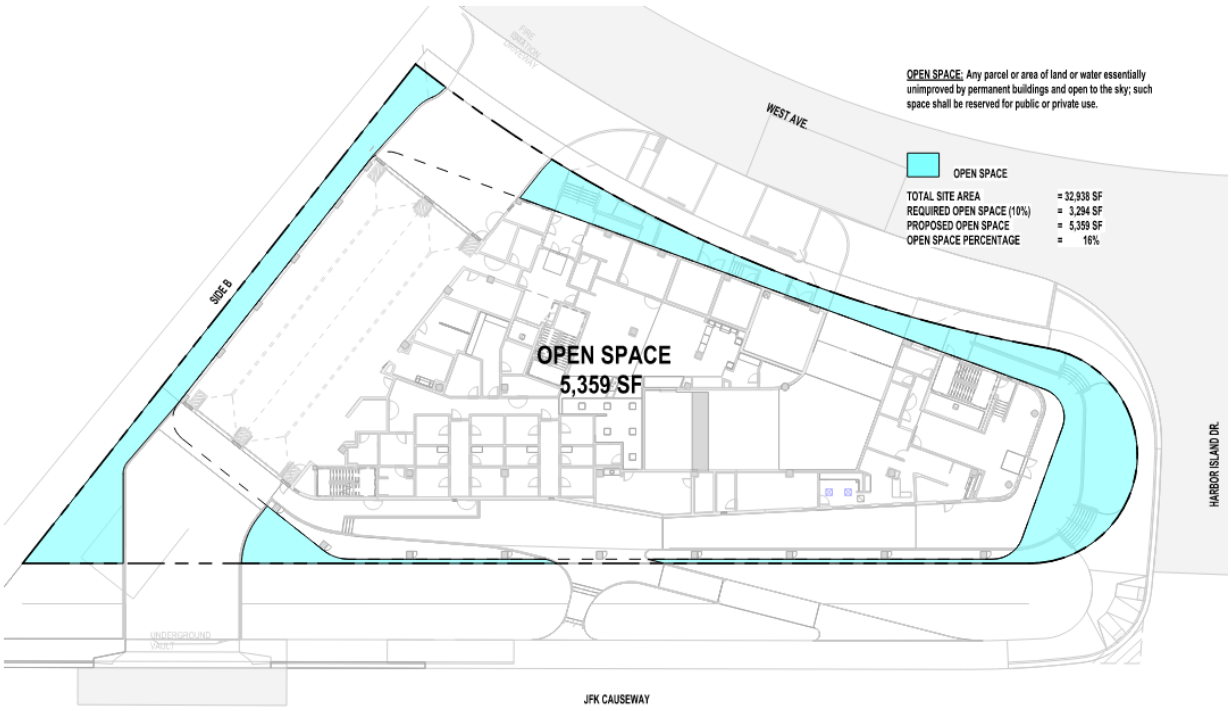
LOT COVERAGE DIAGRAM:



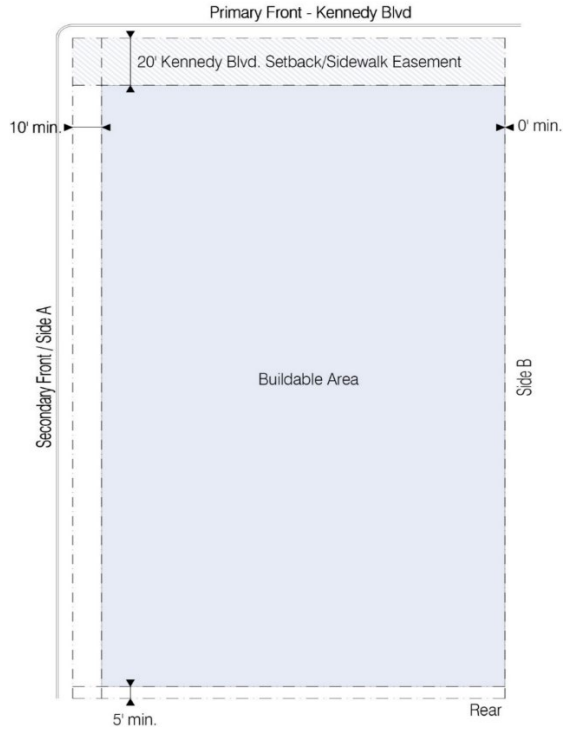
FRONTAGE DIAGRAMS:



OPEN SPACE DIAGRAM:



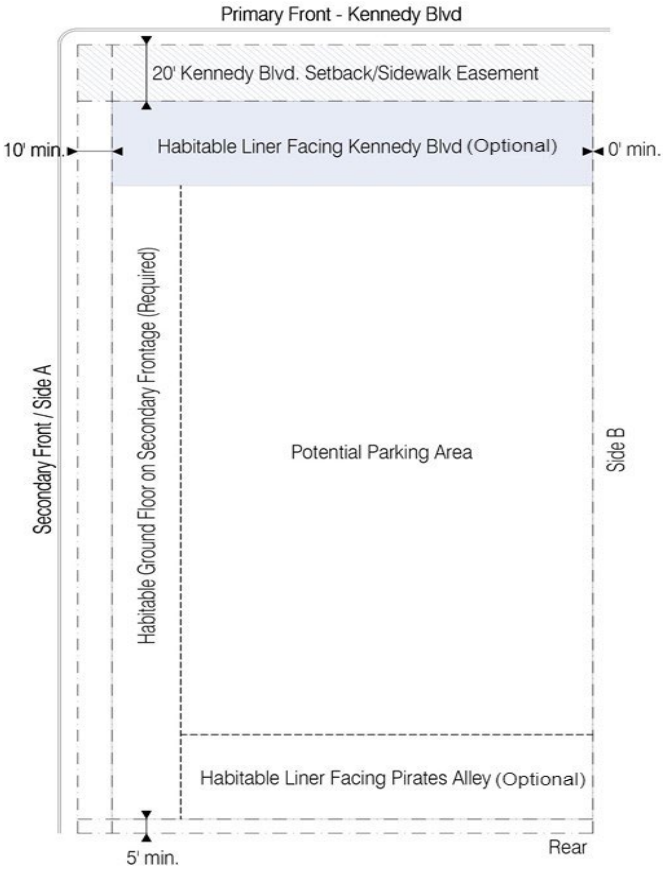
3. *Building Placement Illustration—T6-24.*



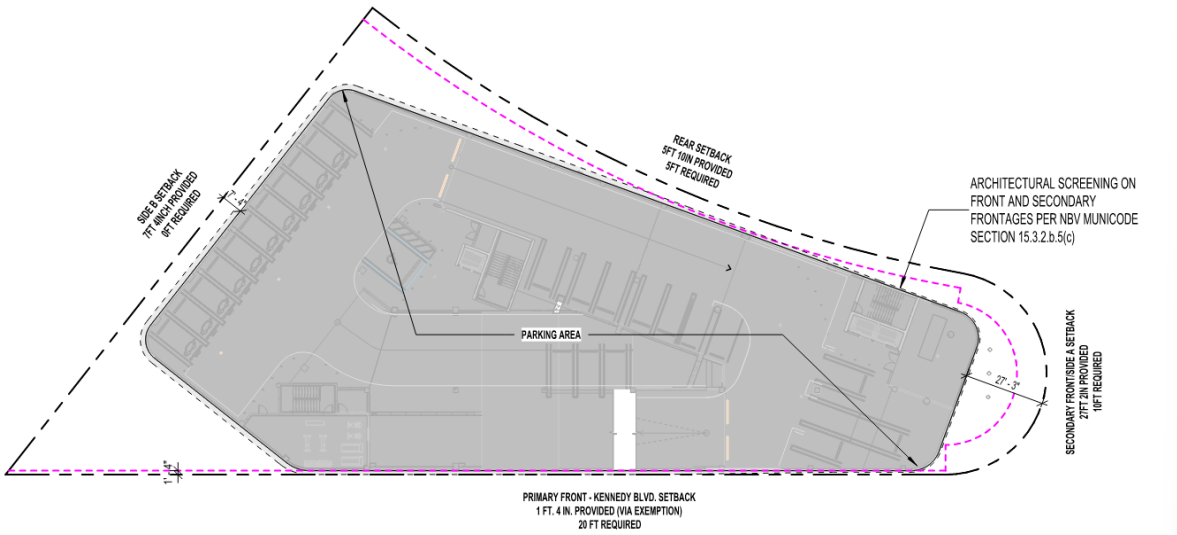
PROPOSED BUILDING PLACEMENT SETBACK DIAGRAM:



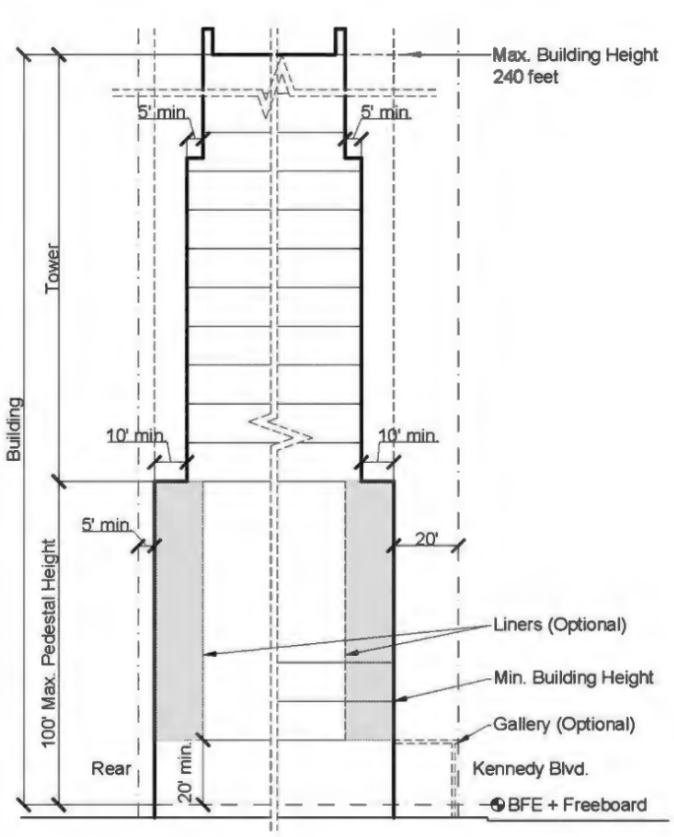
4. *Parking Placement Illustration—T6-24.*



PROPOSED PARKING PLACEMENT DIAGRAM:



5. *Building Height Illustration—T6-24MU.*



(Ord. No. 2021-004 , § 2(Exh. A), 2-9-21)

PROPOSED BUILDING SETBACK – STEP BACK 1 DIAGRAM:



End of Code Summary

SUMMARY OF EXEMPTIONS

1. Building Setback above 5 stories – Exemption to Eliminate Required 10ft Setback on All Sides

Per section 15.7.B Summary Table and Illustrations—T6-24MU, ii. Building Setback, e. Stepback 1 (All Sides) – 10ft min. Above 5th Story,

Proposed Setback: Requesting to eliminate the 10ft setback required at the 6th story on all sites of the building.

Required Setback above 5th Story at All Sides = 10 ft.
Proposed Setback above 5th Story at All Sides = 0 ft.

Narrative Support:

The Village has requested an increase in the overall building size to accommodate anticipated growth in personnel for both the Police Department and Village Hall operations. To meet this programmatic need, the design team evaluated multiple options and determined that the only viable solution is to add an additional (6th) story to the building.

Due to the configuration and constraints of the existing site, implementing the required 10-foot setback would significantly limit the available square footage needed to satisfy the program requirements. The overall loss of available area, if the setback was implemented, would be 6,390 SF.

On the east end of the building in particular, enforcing the setback would result in a 20-foot reduction in overall width, rendering the proposed floor plan unworkable. The reduced width would preclude the stair core from fitting within the 6th-story floor plate, which is critical for proper functionality, egress, and life-safety compliance.

For these reasons, the elimination of the setback requirement is essential to accommodate the Village's operational needs while maintaining the efficiency, safety, and integrity of the overall building design.

2. Parking Requirement - Exemption for parking deficit of (23) parking spaces

Per Chapter 15.7.A Building Function (Uses) and Parking Requirements Table-T6; g. Civic – Total calculated parking required parking equals 108 spaces. See table above for breakdown.

Proposed Parking: Requesting exemption for parking space deficiency of 15 spaces (14% deficit)

Required Parking = 108 Spaces
Proposed Parking = 93 Spaces (14% deficit)

Narrative Support:

The Village has requested an increase in the overall building size to accommodate anticipated growth in personnel for Village Hall operations. To meet this programmatic need, the design team evaluated multiple options and determined that the only viable solution to accommodate the program needs is to add an additional level (6th story) to the building.

The additional floor adds approximately 15,681 net square feet for the Village Hall space and generates forty-eight (48) additional required parking spaces. Of the forty-eight (48) parking spaces, thirty-three (33) can be accommodated in the current layout, leaving a deficit of fourteen (15) parking spaces or 14 percent.

Due to the physical and geometric constraints of the site, the only feasible way to increase the parking capacity would be to add another parking level (7th story) to the existing structure. Doing so would increase the overall height of the building beyond the threshold for classification as a high-rise, thereby triggering additional and costly code requirements such as upgraded fire protection systems, pressurized stairwells, and enhanced life-safety features. These changes would significantly increase project costs, making the building financially unfeasible. In addition, the increase in height would raise concerns from the neighboring property due to blocked views towards the south for the property owners on the lower levels.

For these reasons, a **reduction in the minimum parking requirement from 108 spaces to 93 spaces** is necessary to allow the project to proceed within budget while still meeting the Village's operational and programmatic needs.

Note: The zoning date table from the previously approved documents (PZB Rev #2) incorrectly showed 94 on-site and 3 off-site parking. This number has since been updated to reflect the current parking space count. The current proposed design can accommodate 93 parking spaces, 90 on-site and 3 off-site (on street).

SUMMARY OF EXEMPTIONS (Previously Requested and Approved)

1. Building Height Waiver – 10% Reduction of 1st Floor Height

Zoning Code T6-24MU Building Height:

Per Sec. 2(b)(3)(a)(i) Height shall be no less than twenty (20) feet measured from the Base Flood Elevation (BFE) plus Freeboard to the finished floor of the second Story.

Per 15.7.B(5) – Building Height Illustration: Ground level shall have a minimum of 20ft height above BFE + Freeboard.

Proposed Building Height Reduction: Requesting reduction a 1ft reduction of ground level height.

Required Ground Level Height = 20 ft.
Proposed Ground Level Height (reduction) = 19 ft. (1ft - 5%)

Narrative Support:

Due to constrictive site configuration and clear the Apparatus Bay, the speed ramp length requires a reduction of approximate 8-ft, achievable by reducing the required 20ft ground level height by approximate a 5% (1ft) height in order to accommodate a speed ramp slope of no greater than 15%

2. Proposed Setback Exemption

Zoning Code Setback: Per zoning code set back on John F. Kennedy causeway is to be 20' from property line and Per Zoning Code setback on Harbor Island Drive is to be 10 ft from property line.

Proposed Setback: Requesting 7.5ft Setback at Ground Level 1 and a 0ft (zero) Setback at levels above, where a 20ft continues setback is required on JFK and Requesting to provide 24 ft setback at Ground Level 1 and a 16.5ft setback at levels above, where a 10ft setback is required on Harbor Island Drive

Narrative Support:

Village Hall has mandated the provision of a parking facility comprising 92 parking spots, which presents significant challenges given the limitations imposed by the site conditions.

As it stands, the current site conditions do not provide sufficient space to accommodate the structure required for a parking garage providing the requested amount, while providing MDFR's requested needs simultaneously. To meet the village's parking demands while adhering to the existing site constraints, and providing MDFR's needs, our proposed solution entails the construction of colonnade arcade within the property site. Building above this arcade would allow us to effectively address the village's parking needs, MDFR's needs and optimize the available space.

The proposed solution to establish an arcade draws inspiration from similar admissibility within the vicinity of Treasure Island. This precedent supports the feasibility and appropriateness of constructing arcades.

By following these existing precedents and aligning them with our proposal we aim to create a cohesive and harmonious environment that adds value to the village while effectively meeting the parking needs of the Village Hall, Fire Rescue, and the Police Department.

In addition, providing a increase setback for East frontage will give opportunities for a public plaza at ground level.

b) Modification of Arcade Exemption

Zoning Code Arcade definition: Per 15.6.A - Frontage Types Table (h)-Arcade: A frontage wherein the facade is aligned at the frontage line with an open colonnade overlapping the sidewalk. Habitable space is found above the entirety of the arcade for floors two through five. This type is conventional for retail use. The arcade shall be no less than 20 feet wide and shall overlap the whole width of the Kennedy Causeway setback up to the property line.

Proposed Arcade configuration reduction: Requesting reduction of required arcade depth and location of colonnade to be within Property and not overlapping ROW sidewalks.

Narrative Support:

In order to accommodate the requirement program elements on the ground floor, we will need to reconfigure the arcade area to have a depth of 7.5ft. for 40% of required frontage where 70% (37ft) is required .

3. Curb Cut Distance to Harbor Island Main Entry

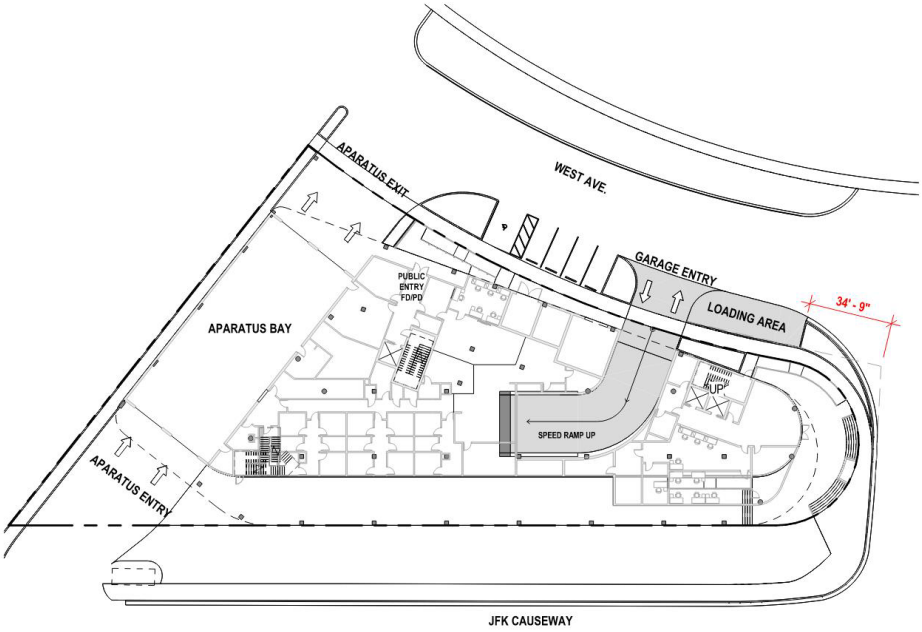
Zoning Code Reference: To be verified.

Minimum distance requirements: 60 ft. (per NBV-Public Works)

Minimum distance proposed: +/-34 ft.

Narrative Support:

The requested variance for the minimum distance requirement between an intersection and the proposed curb cut is a result of the project's need for a Loading Berth. The current regulation stipulates a minimum distance of 60 feet (TBD) between an intersection and a curb cut. However, due to the program requirements set forth by North Bay Village and requirement for a loading berth, we seek an exception to this rule to accommodate Code requirements for Loading provisions.



Master Plan - Narrative

Architecture:

Site development includes the following:

- New 6 story building
- New Miami Dade Fire Station #27
- New North Bay Village Police Department
- New North Bay Village Hall
- Parking Garage

Site:

- Building Location

  The proposed new government building is located along John F Kennedy causeway within Harbor Island. This location provides 4 setbacks, 20-foot set back on JFK Causeway (South), 10-foot set back on secondary front (East), 5-foot on the rear (North), and 5-foot setback on the interior side (West). A setback variance has only been requested for the south setback parallel to John F Kennedy causeway. The parking garage will have its entrance and exit on the north side of the property, Paskow Way/West Drive.

- Tree Mitigation

  The proposed variances look to adhere to the broader objectives of promoting green spaces and tree canopy preservation within the village.

SKETCH OF SURVEY

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

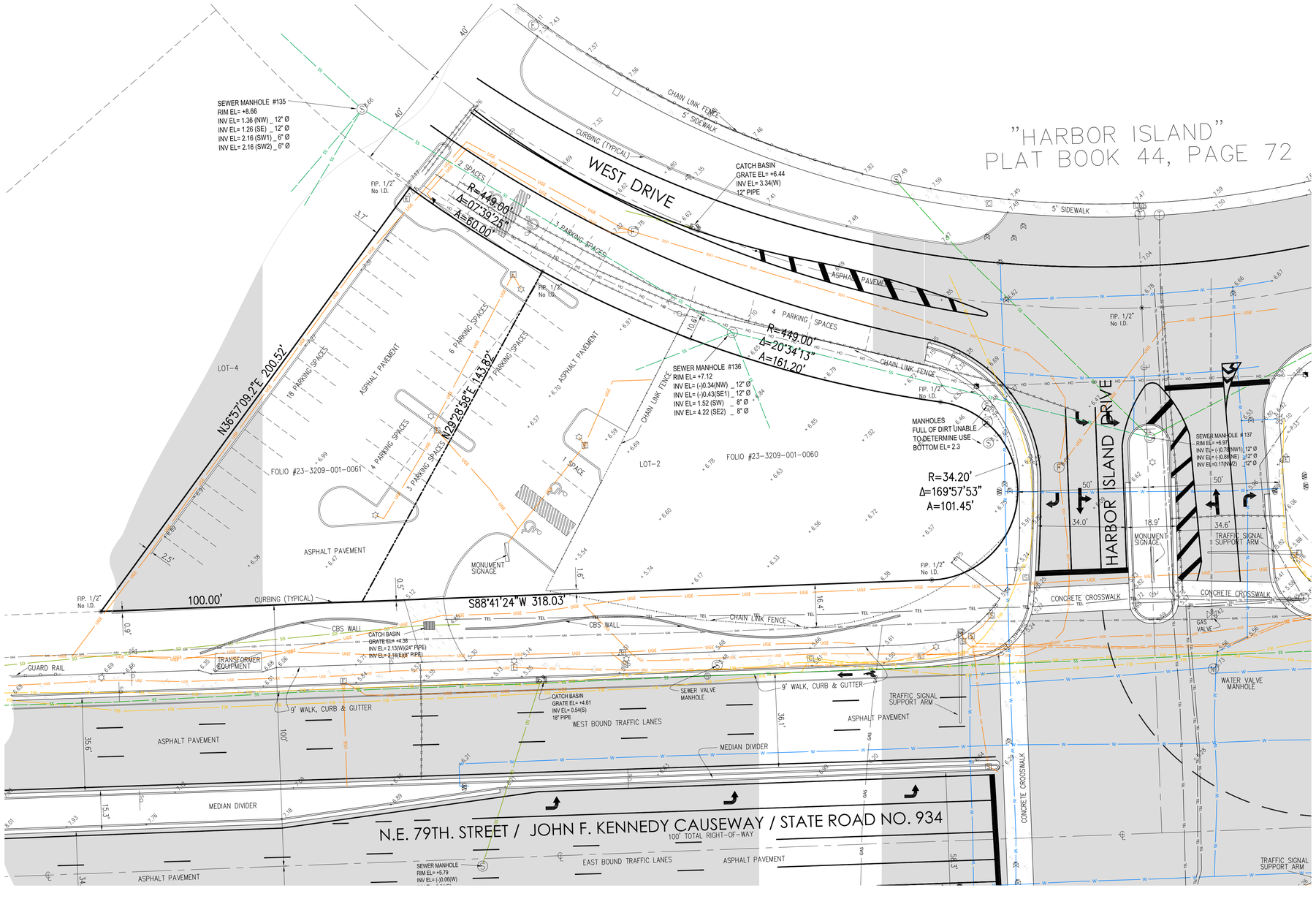
LEGEND

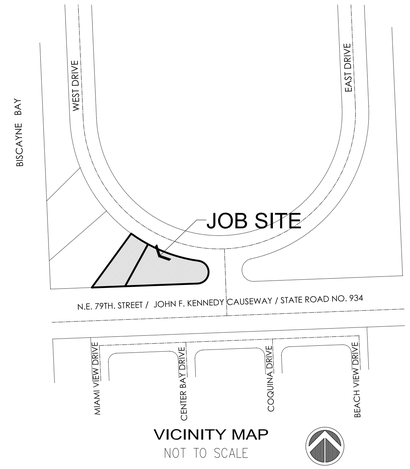
- Overhead Wire Line
- Wood Fence
- Chain Link Fence
- Iron Fence
- Monument Line
- Centerline
- Property Line

A = Arc
BRG = Bearing
CH = Chord
Δ = Delta
L = Length
R = Radius
T = Tangent
Ø = Diameter

x 0.00' = Existing Elevations
CB = Catch Basin
W = Water Meter
E = Electric Box
S = Sanitary Manhole
= Sprinkler Pump
= Wood Pole
= Conc. Pole
= Light Pole
= Fire Hydrant
= Water Valve
= Inlet
TV = Cable Tv Box
EM = Electric Meter Box
= Traffic Signal Box
= Gas Valve
= Monitoring Valve
M = Manhole
F = FP&L Manhole
T = Telephone Manhole

A/C = Air Conditioner
Conc. = Concrete
C.B.S. = Concrete Block & Stucco
(D) = Deed
D.E. = Drainage Easement
D.M.E. = Drainage Maintenance Easement
F.D.H. = Found Drill Hole
F.F.E. = Finish Floor Elevation
F.I.P. = Found Iron Pipe/Pin
F.I.R. = Found Iron Rebar
F.N. = Found Nail
F.N/D = Found Nail & Disc
F.P.L. = Florida Power Light
H = Height
L.M.E. = Lake Maintenance Easement
(M) = Measured
(P) = Platted
P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
(R) = Record
Res. = Residence
S/IPR = Set Iron Pin/Rebar
S = Spread
U.E. = Utility Easement





VICINITY MAP
NOT TO SCALE

PROPERTY ADDRESS:

1335 - 79th. STREET CAUSEWAY, NORTH BAY VILLAGE, FLORIDA
Folio# 23-3209-001-0060 & 23-3209-001-0061

LEGAL DESCRIPTION

All of Lot 2 of "HARBOR ISLAND", according to the Plat thereof, as recorded in Plat Book 44, Page 72, of the Public Records of Miami-Dade County, Florida.

SURVEYOR'S NOTES:

1- The Legal Description was provided by the Client from most recent County Records available.
2- This is not a Certification of Title, Zoning, Easements, or Freedom of Encumbrances. ABSTRACT NOT REVIEWED.
3- There may be additional Restrictions not shown on this survey that may be found in the Public Records of this County. Examination of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
4- No attempt was made by this firm to locate underground utilities, foundations and/or footings of buildings, walls or fences, except as shown hereon, if any.
5- Underground utility **lines depicted hereon are based on Survey provided by the client and field paint marks,** contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown hereon.
6- Contact the appropriate authority prior to any design work on the herein - described parcel for Building and Zoning information.
7- The surveyor does not determine fence and/or wall ownership.
8- Accuracy:
The Horizontal positional accuracy of well-defined improvement on this survey is +/-0.2'.
The Vertical accuracy of elevations of well-defined improvement on this survey is +/-0.1'
9- All measurements shown hereon are made in accordance with the United States Standard Feet.
10- Type of survey SKETCH OF SURVEY.
11- North arrow direction and/or Beannys are as shown on the aforementioned Plat.
12- Elevations shown hereon are relative to **National Geodetic Vertical Datum (1929 Mean Sea Level)**
13- **Benchmark Used:** Miami-Dade County Benchmark **#Q-313.** Elevation = **+4.14'.**
14- **Flood Zone Data:** Community/ Panel **#120654/0306/L** Dated: **9/11/09**
Flood Zone: **"AE"** Base Flood Elevation = **+8'**
15- This SURVEY has been prepared for the exclusive use of the entities named hereon.
The Certificate does not extend to any unnamed party:
- NORTH BAY VILLAGE

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY:
That this Survey meets the intent of the required Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Printed copies are Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Digital Copies are Not valid without an electronic authorized signature of a Florida Licensed Surveyor and Mapper. Additions or deletions to this survey by other than the signing party are prohibited without written consent of the signing party.

For the Firm Royal Point Land Surveyors, Inc LB# 7282

☐ JACOB GOMIS, PROFESSIONAL SURVEYOR AND MAPPER LS# 6231 STATE OF FLORIDA

☐ PABLO J. ALFONSO, PROFESSIONAL SURVEYOR AND MAPPER LS# 5880 STATE OF FLORIDA

This Document is not full and complete without all Sheets, Containing a total of (1) Sheets

NO. | DATE | DESCRIPTION | BY | APP.
RECORD OF REVISION

ROYAL POINT
LAND SURVEYORS, INC. L.B.# 7282
6175 NW 153rd STREET, SUITE 321, MIAMI LAKES, FL. 33014 *** TEL: 305-822-6062 *** FAX.305-827-9669
info@RoyalPointLS.com

PREPARED FOR: 1335 79 STREET CAUSEWAY, NORTH BAY VILLAGE, FL
TYPE OF SURVEY: SKETCH OF SURVEY
NORTH BAY VILLAGE

DRAWN: J.G.
CHECKED: P.J.A.
SCALE: AS NOTED
FIELD DATE: 5/11/2023
JOB No.: RP23-0584
SHEET: 1 OF 1 SHEET

F:\DRAWING\1335 79 STREET CSWY NORTH BAY VILLAGE\1335 79 STREET CSWY NORTH BAY VILLAGE_RP23-0584.dwg 6/12/2023

SOUTHEAST VIEW

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Jason Jensen
AR 94244

PZ REV.2 POST APPROVAL SET

NORTH BAY VILLAGE - VILLAGE HALL & SAFETY COMPLEX

CLIENT: NORTH BAY VILLAGE

11/10/2025 3:06:56 PM

Project number
WJ 2312

DISTRIBUTION

MILESTONE	DATE
PZB SUBMITTAL	08.25.23
PZB REV.1 SUBMITTAL	10.11.23
PZB REV.2 POST APPROVAL SET	11.17.23
PZB UPDATES	11.21.25

RENDERINGS

PZ-A006

NORTH EAST VIEW

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AR 94244

PZ REV.2 POST APPROVAL SET

NORTH BAY VILLAGE - VILLAGE HALL & SAFETY COMPLEX

CLIENT: NORTH BAY VILLAGE

11/10/2025 3:06:56 PM

Project number
WJ 2312

DISTRIBUTION

MILESTONE	DATE
PZB SUBMISSION	08.25.23
PZB REV.1 SUBMITTAL	10.11.23
PZB REV.2 POST APPROVAL SET	11.17.23
PZB UPDATES	11.21.25

RENDERINGS

PZ-A007

CURTIS + ROGERS
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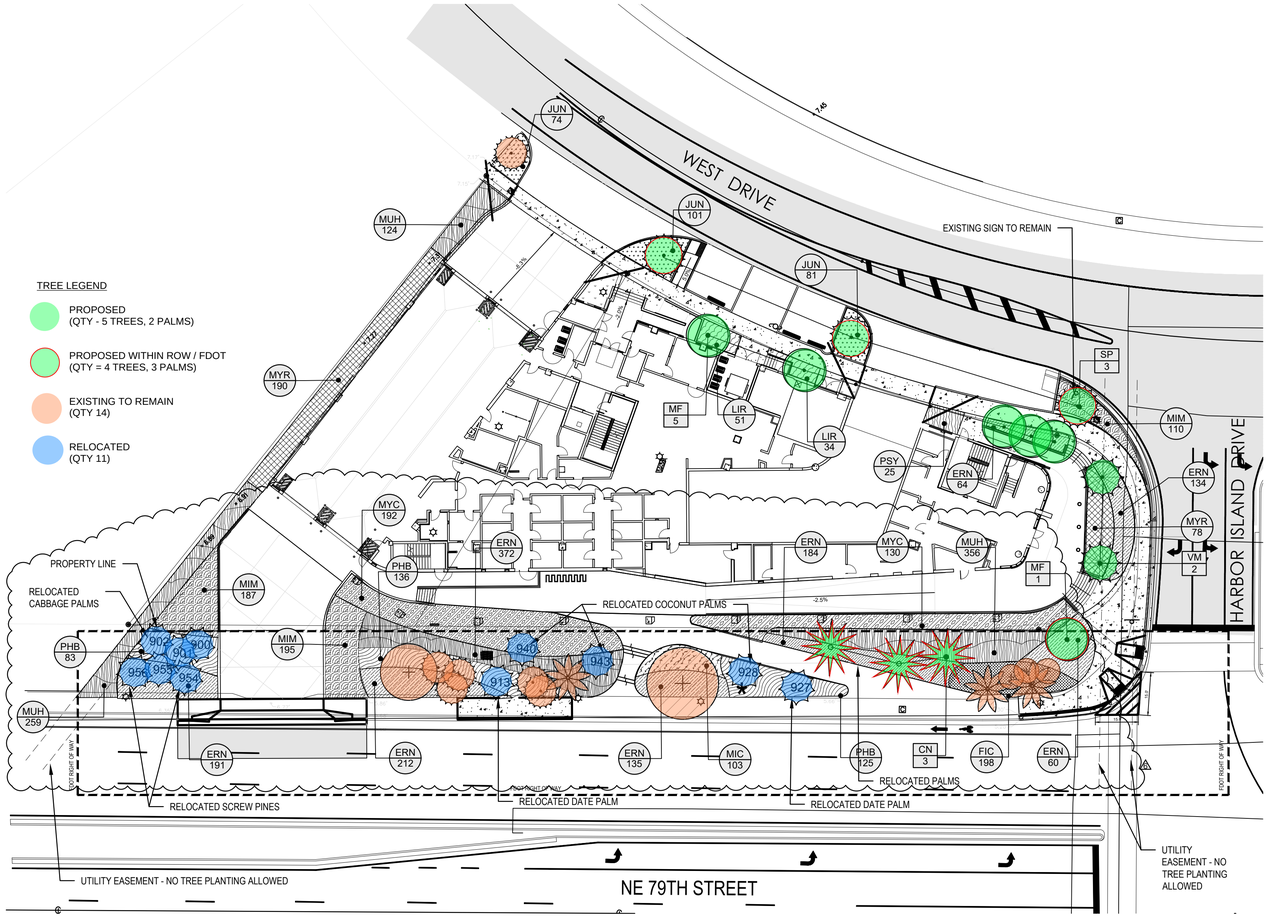


1 PLANTING PLAN

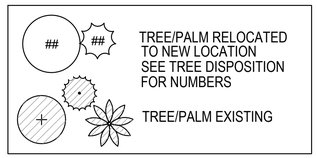
Scale: 1" = 20'-0"

SCALE IN FEET

NORTH

- NOTE: DATE PALMS #913 AND #927 SHALL HAVE THE LANDSCAPE LIGHTING RELOCATED WITH THEM. ALL OTHER LANDSCAPE LIGHTING SHALL STAY IN PLACE. IF A CONFLICT ARISES THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED.

TREE LEGEND



TREE/PALM RELOCATED TO NEW LOCATION SEE TREE DISPOSITION FOR NUMBERS

TREE/PALM EXISTING

PLANT SCHEDULE PLANTING GRADE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS	NATIVE	SALT TOLERANCE	
TREES								
	MF	6	Myrcianthes fragrans	Simpson's Stopper	12` Ht. Min, 7` Spr. Min., 2.5" DBH Min., Multi-Trunk	Yes	High	
PALM TREES								
	CN	3	Cocos nucifera 'Gold Malayan'	Gold Malayan Coconut Palm	---			
	SP	3	Sabal palmetto	Cabbage Palmetto	16`-18` CT, Matched, Slick			
	VM	2	Veitchia montgomeryana	Montgomery Palm	16' CT, Matched	No	Moderate	
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS	NATIVE	SALT TOLERANCE	SPACING
SHRUB AREAS								
	ERN	1,040	Ernodea littoralis	Golden Creeper	18" Ht. Min., 12" Spr. Min.	Yes	Moderate	18" o.c.
	FIC	191	Ficus microcarpa 'Green Island'	Green Island Indian Laurel Fig	18" Ht. Min., 12" Spr. Min.	No	High	18" o.c.
	JUN	244	Juniperus conferta 'compacta'	Dwarf Shore Juniper	12" Ht. Min., 12" Sprd. Min.	No	High	18" o.c.
	LIR	85	Liriope muscari	Lilyturf	12" Ht. Min., 18" Spr. Min.	No	Moderate	18" o.c.
	MIC	105	Microsorum scolopendria	Wart Fern	18" Ht. Min., 12" Spr. Min.	No	Moderate	18" o.c.
	MIM	492	Mimosa strigillosa	Sunshine Mimosa	12" Ht. Min., 12" Sprd. Min.	Yes	Moderate	18" o.c.
	MUH	1,111	Muhlenbergia capillaris	Pink Muhly Grass	18" Ht. Min., 12" Spr. Min.	Yes	High	18" o.c.
	MYR	269	Myrcianthes fragrans	Simpson's Stopper	24" Ht. Min., 18" Spr. Min., FULL 24" o.c	Yes	High	24" o.c.
	MYC	322	Myrica cerifera	Wax Myrtle	24" Ht. Min., 18" Spr. Min., FULL 24" o.c	Yes	High	30" o.c.
	PHB	318	Philodendron burle-marxii	Burle Marx Philodendron	18" Ht. Min., 18" Spr. Min., FULL	No	Low	24" o.c.
	PSY	25	Psychotria nervosa	Wild Coffee	18" Ht. Min., 18" Spr. Min., Full to Base	Yes	Moderate	24" o.c.

NOTES:
- ALL SHRUBS SHALL BE A MINIMUM OF 24" IN HEIGHT.
- ALL PLANT MATERIALS SHALL MEET OR EXCEED FLORIDA #1 STANDARD PER MOST RECENT VERSION OF FLORIDA GRADES AND STANDARDS .
- FULL IRRIGATION PLANS SHALL BE SUBMITTED FOR REVIEW AT TIME OF BUILDING PERMIT
- FLORIDA FRIENDLY PRINCIPLES SHALL BE UTILIZED FOR FINAL PLANTING PLANS, GROUPING PLANTS BY WATER REQUIREMENTS AND PLACING THEM IN APPROPRIATE LOCATIONS FOR LIGHT REQUIREMENTS.
- ALL PLANTS SELECTED SHALL BE SALT TOLERANT AND AT LEAST MODERATELY DROUGHT TOLERANT

DESIGN ARCHITECT
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Aida M. Curtis LA0001330
Rafael J. Ferrer LA0667266
Brianne Jadene Mida Gainer-Jubrzyk

NORTH BAY VILLAGE - VILLAGE HALL & SAFETY COMPLEX

CLIENT: NORTH BAY VILLAGE
1335 79th STREET CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, 33140

7/30/2024 9:10:27 AM

Project Number
WJ 2312 / WA 22303.0

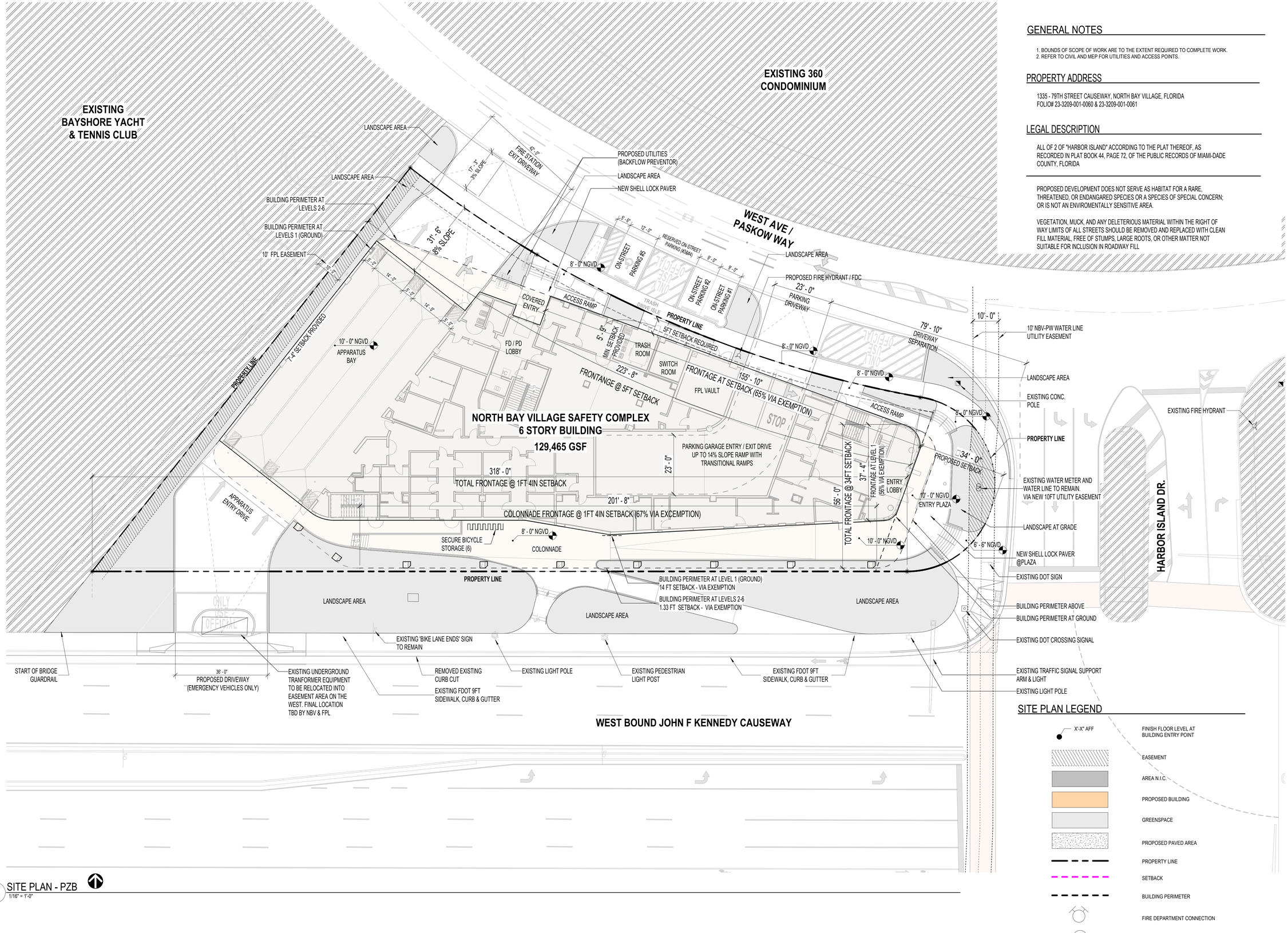
DISTRIBUTION
08-01-2024

REV	DESCRIPTION	DATE
1	PLANS REVIEW	06/30/25
2	Revision 6	10/27/25

Planting Plan

L-200

TO THE BEST OF THE ARCHITECTS OF ENGINEER'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH CHAPTERS 553 AND 633 OF THE FLORIDA STATUTES.



1 SITE PLAN - PZB
1/16" = 1'-0"

GENERAL NOTES

1. BOUNDS OF SCOPE OF WORK ARE TO THE EXTENT REQUIRED TO COMPLETE WORK.
2. REFER TO CIVIL AND MEP FOR UTILITIES AND ACCESS POINTS.

PROPERTY ADDRESS

1335 - 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, FLORIDA
FOLIO# 23-3209-001-0060 & 23-3209-001-0061

LEGAL DESCRIPTION

ALL OF 2 OF "HARBOR ISLAND" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

PROPOSED DEVELOPMENT DOES NOT SERVE AS HABITAT FOR A RARE, THREATENED, OR ENDANGERED SPECIES OR A SPECIES OF SPECIAL CONCERN; OR IS NOT AN ENVIROMENTALLY SENSITIVE AREA.

VEGETATION, MUCK, AND ANY DELETERIOUS MATERIAL WITHIN THE RIGHT OF WAY LIMITS OF ALL STREETS SHOULD BE REMOVED AND REPLACED WITH CLEAN FILL MATERIAL, FREE OF STUMPS, LARGE ROOTS, OR OTHER MATTER NOT SUITABLE FOR INCLUSION IN ROADWAY FILL

SITE PLAN LEGEND

- X'-X" AFF — FINISH FLOOR LEVEL AT BUILDING ENTRY POINT
- EASEMENT
- AREA N.I.C.
- PROPOSED BUILDING
- GREENSPACE
- PROPOSED PAVED AREA
- PROPERTY LINE
- SETBACK
- BUILDING PERIMETER
- FIRE DEPARTMENT CONNECTION
- XX — NUMBER OF PARKING SPACES

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Jason Jensen
AR 94244

PZ REV.2 POST APPROVAL SET

NORTH BAY VILLAGE - VILLAGE HALL & SAFETY COMPLEX

CLIENT: NORTH BAY VILLAGE

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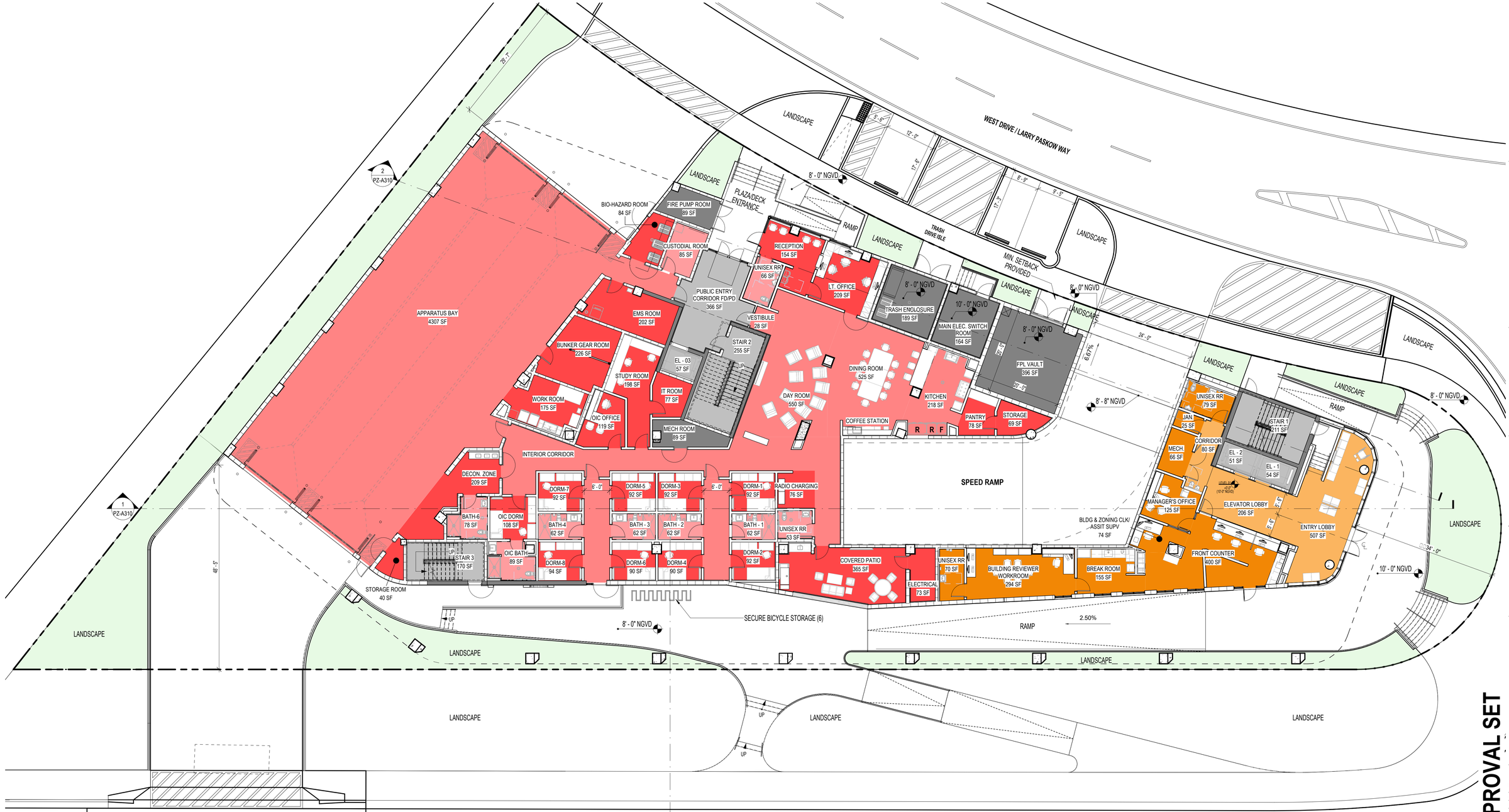
PZB UPDATES	11.21.25

SITE PLAN

PZ-A100



1 GROUND FLOOR
3/32" = 1'-0"

USE AREA MATRIX

VILLAGE HALL	2,447 SF
MDFR FIRE STATION 27	12,908 SF

PARKING COUNT

OFF SITE PARKING	2
OFFICIAL USE	2
ADA PARKING	1
TOTAL PARKING	**5**

* DESIGNATED OFFICIAL USE PARKING HOURS TO NOT CONFLICT WITH RECYCLING AND WASTE PICK UP AND WILL NOT COUNT TOWARDS PROVIDED PARKING COUNT

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Jason Jensen
AR 94244

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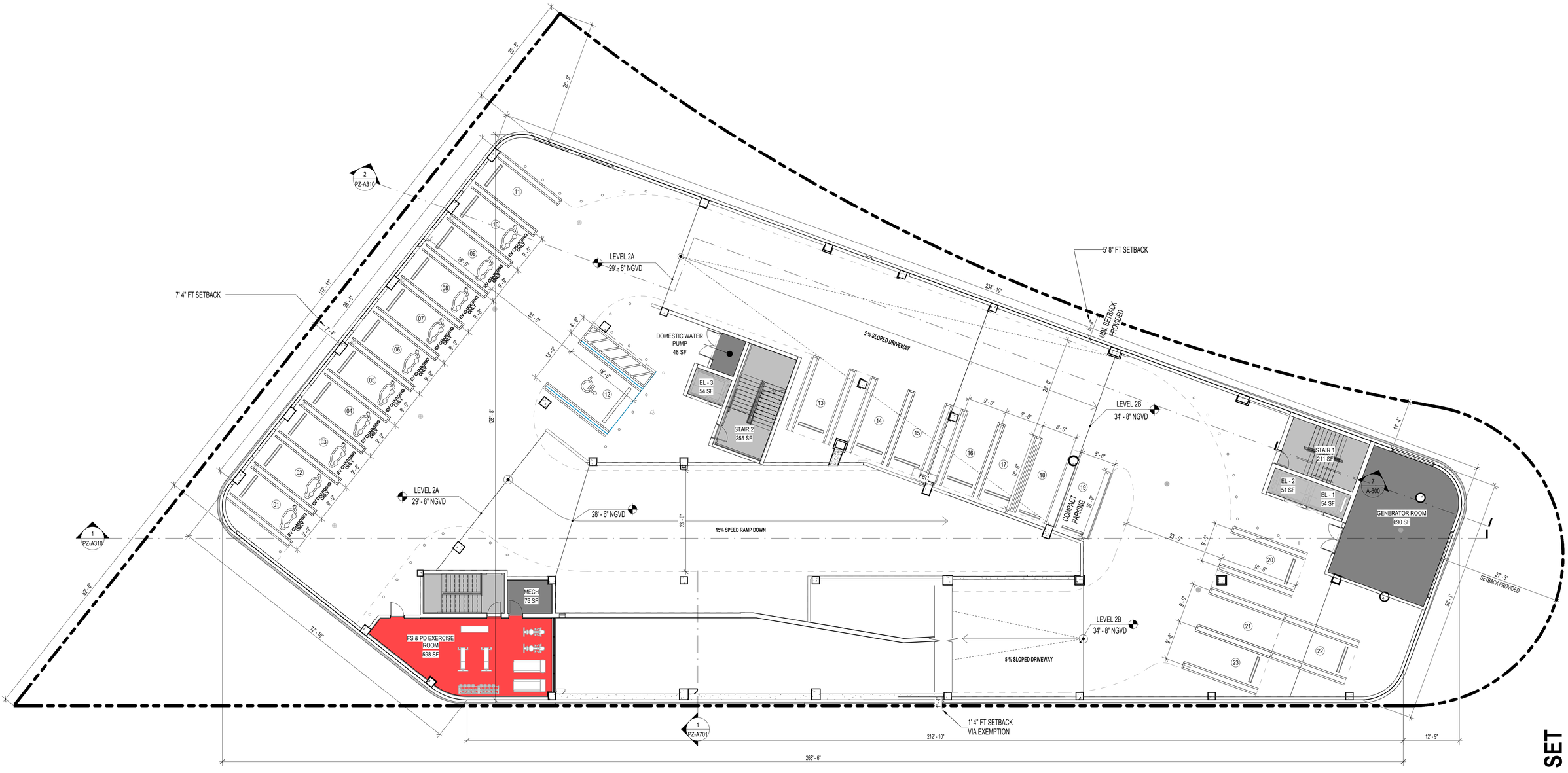
LEVEL 1 - GROUND FLOOR PLAN

PZ-A101



1 SECOND FLOOR
3/32" = 1'-0"

USE AREA MATRIX

MDFR FIRE STATION 27	598 SF

PARKING COUNT

REGULAR PARKING	21
ADA PARKING	1
COMPACT	1
TOTAL PARKING	**23**

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PZ REV.2 POST APPROVAL SET

LEVEL 2 - FLOOR PLAN

PZ-A102

1 THIRD FLOOR
3/32" = 1'-0"

PARKING COUNT

REGULAR PARKING	30
ADA PARKING	2
COMPACT	1
TOTAL PARKING	33

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PZ REV.2 POST APPROVAL SET

LEVEL 3 - FLOOR PLAN

PZ-A103

1 FOURTH FLOOR
3/32" = 1'-0"

PARKING COUNT

REGULAR PARKING	32
ADA PARKING	1
COMPACT	1
TOTAL PARKING	**34**

* DESIGNATED POLICE DEPARTMENT TANDEM PARKING SPACES

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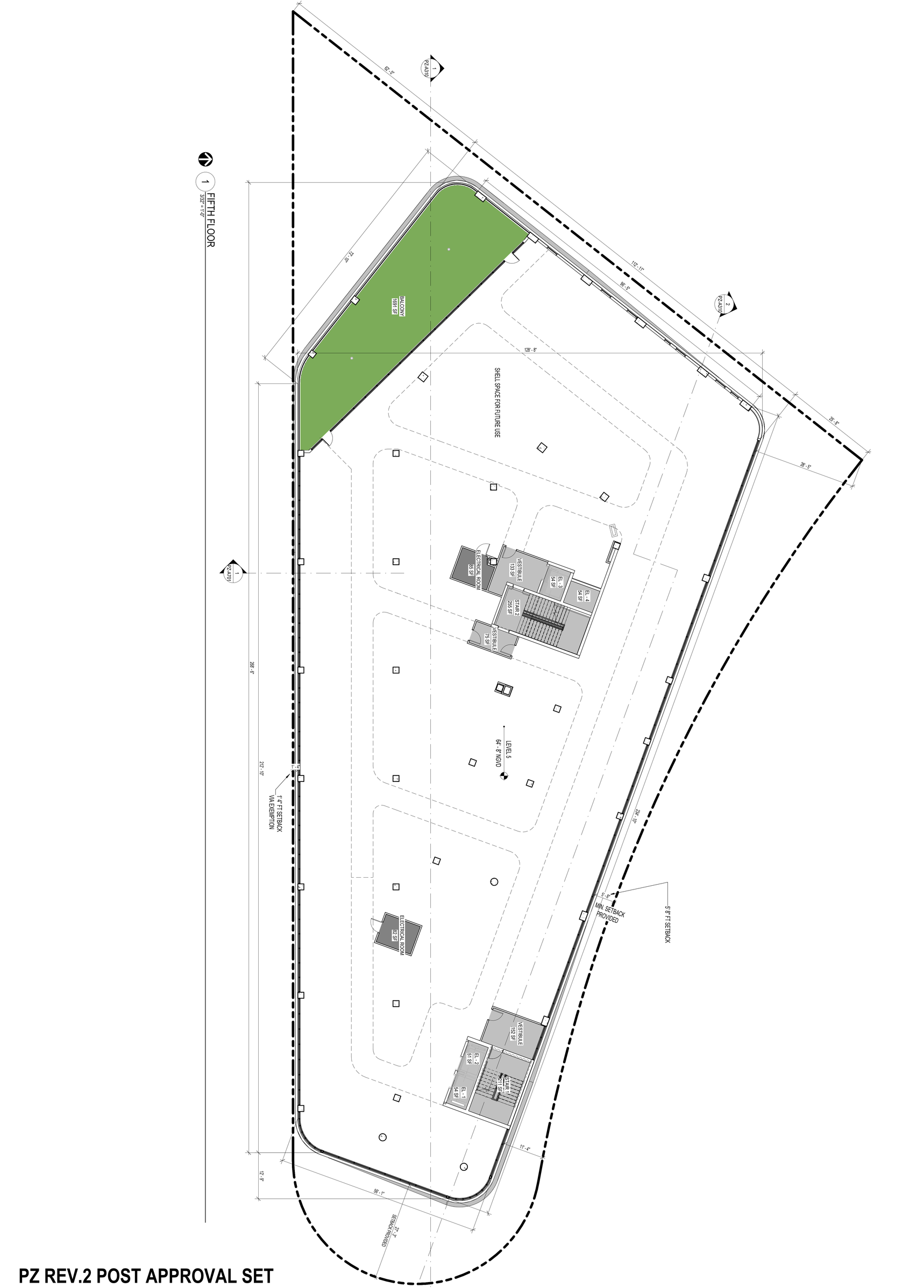
PZ REV.2 POST APPROVAL SET

LEVEL 4 - FLOOR PLAN

PZ-A104



PZ REV.2 POST APPROVAL SET

PZ-A105

LEVEL 5 - FLOOR PLAN

MILESTONE	DATE
PZB SUBMITTAL	06.26.23
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PZB UPDATES	12.21.25

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USE AREA MATRIX

VILLAGE HALL	10,920 SF
BALCONY	435 SF
POLICE DEPARTMENT	9,915 SF

PZ REV.2 POST APPROVAL SET

PZ-A106

LEVEL 6 - FLOOR PLAN

MILESTONE	DATE
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ARCHITECTURE ENGINEERING

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GENERAL NOTES

1. ROOFING PRODUCT BASIS-OF-DESIGN: JOHN MASVILLE 60 MIL PVC OR APPROVED EQUAL (COLOR WHITE) OVER LIGHTWEIGHT INSULATED CONCRETE (AVERAGE R-30) AT ALL ROOFS OVER CONDITIONED SPACES. PROVIDE ROOFING COMPONENTS AND MATERIALS APPROVED BY THE ROOFING PRODUCT MANUFACTURER. ASSEMBLE ROOFING COMPONENTS INCLUDING FLASHING, ROOF DRAINS, ETC. PER THE ROOFING PRODUCT MANUFACTURER'S DETAILS AND INSTRUCTIONS SO AS TO QUALIFY FOR, AND RECEIVE A SPECIAL 20-YEAR WEATHER-TIGHTNESS WARRANTY FROM THE MANUFACTURER AS WELL AS A SPECIAL 2-YEAR PROJECT WARRANTY FROM THE ROOFING INSTALLER COVERING ALL COMPONENTS OF THE ROOFING SYSTEM SUCH AS ROOFING, BASE FLASHING, ROOF INSULATION, FASTENERS, COVER BOARDS, ETC. PROVIDE ROOFING FROM A QUALIFIED MANUFACTURER THAT IS FM GLOBAL APPROVED FOR ROOFING SYSTEM IDENTICAL TO THAT USED FOR THIS PROJECT.

2. PROVIDE METAL ROOF COPINGS AND PARAPET FASCIAS FABRICATED OF STAINLESS STEEL. COMPLY WITH "THE NRCA ROOFING MANUAL" AND THE SMACNA "ARCHITECTURAL SHEET METAL MANUAL REQUIREMENTS FOR DIMENSIONS AND PROFILES SHOWN UNLESS MORE STRINGENT REQUIREMENTS ARE INDICATED. PROVIDE MANUFACTURER'S 20-YEAR FINISH WARRANTY. SECURE COPINGS TO PARAPETS WITH CONT STAINLESS STEEL CLEATS.

3. PROVIDE GALVANIZED STEEL (PRIMED) INTERNALLY REINFORCED ROOF-CURB UNITS CAPABLE OF SUPPORTING SUPERIMPOSED LIVE AND DEAD LOADS, INCLUDING EQUIPMENT LOADS, WITH WELDED OR MECHANICALLY FASTENED, NON-SAG SEALED JOINTS AND INTEGRALLY FORMED DECK-MOUNTING FLANGE AT PERIMETER BOTTOM. COORDINATE DIMENSIONS WITH ROUGHING-IN INFORMATION ON SHOP DRAWINGS OF EQUIPMENT TO BE SUPPORTED.

4. ROOF SLOPES SHALL BE 1/4" PER FT. MINIMUM.

5. ROOF CRICKET SLOPE SHALL BE 1/2" PER FT. MINIMUM.

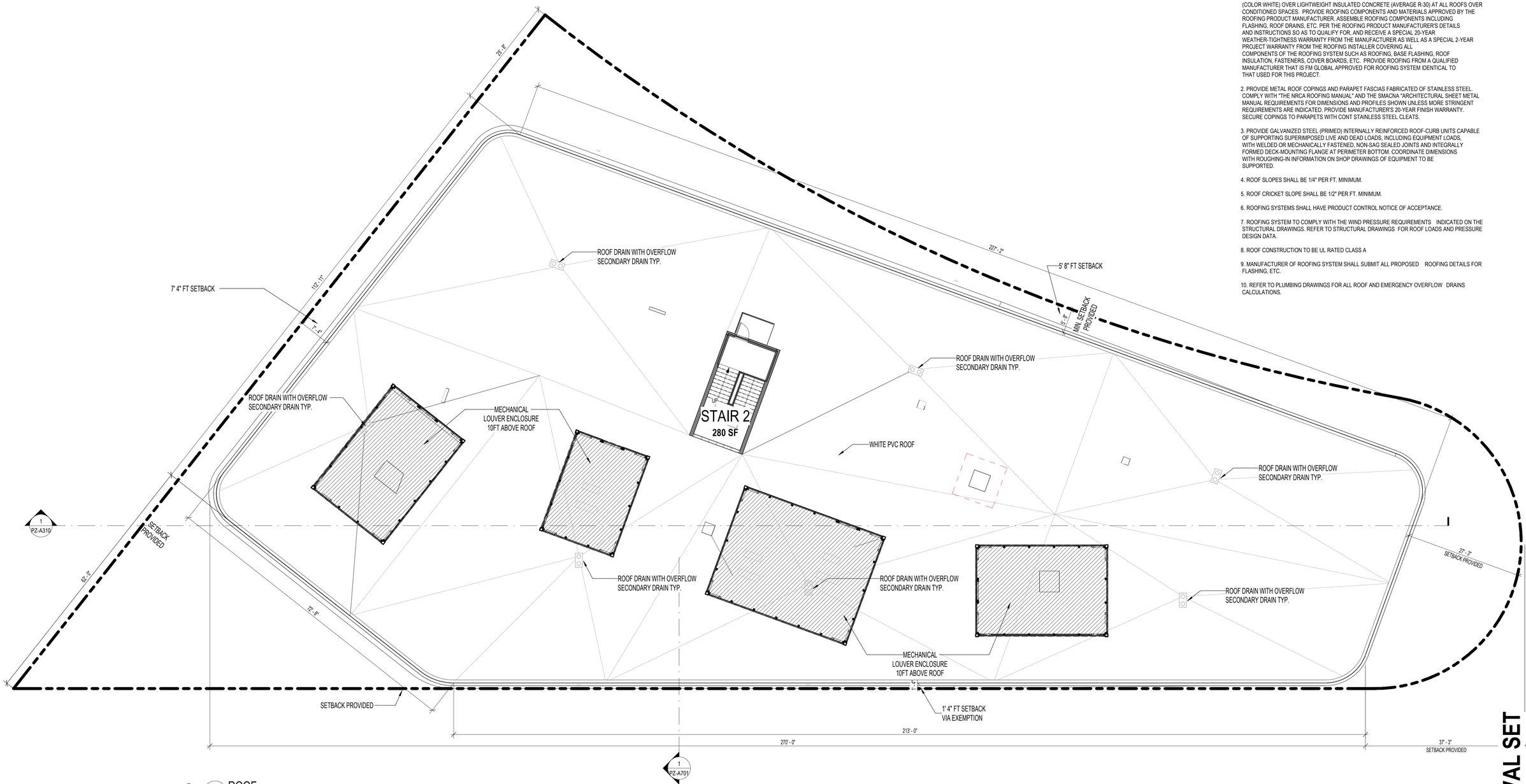
6. ROOFING SYSTEMS SHALL HAVE PRODUCT CONTROL NOTICE OF ACCEPTANCE.

7. ROOFING SYSTEM TO COMPLY WITH THE WIND PRESSURE REQUIREMENTS INDICATED ON THE STRUCTURAL DRAWINGS. REFER TO STRUCTURAL DRAWINGS FOR ROOF LOADS AND PRESSURE DESIGN DATA.

8. ROOF CONSTRUCTION TO BE UL RATED CLASS A

9. MANUFACTURER OF ROOFING SYSTEM SHALL SUBMIT ALL PROPOSED ROOFING DETAILS FOR FLASHING, ETC.

10. REFER TO PLUMBING DRAWINGS FOR ALL ROOF AND EMERGENCY OVERFLOW DRAINS CALCULATIONS.



1 ROOF
3/32" = 1'-0"

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Jason Jensen
AR 94244

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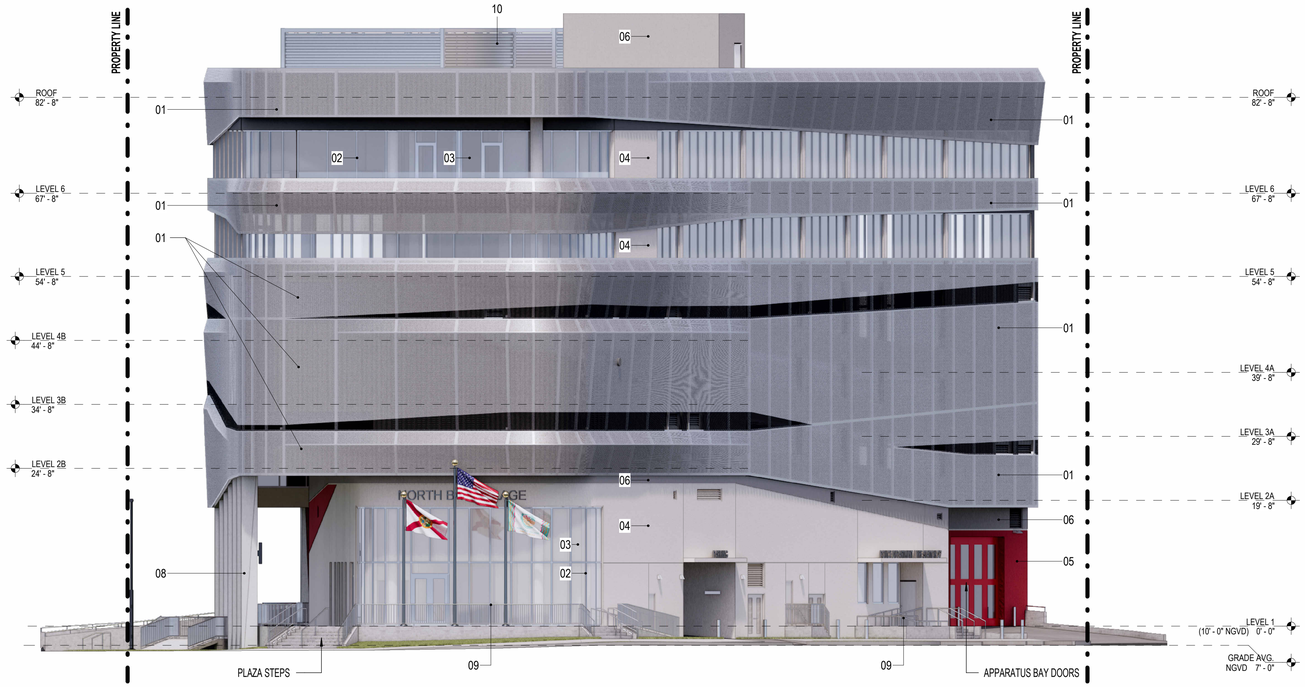
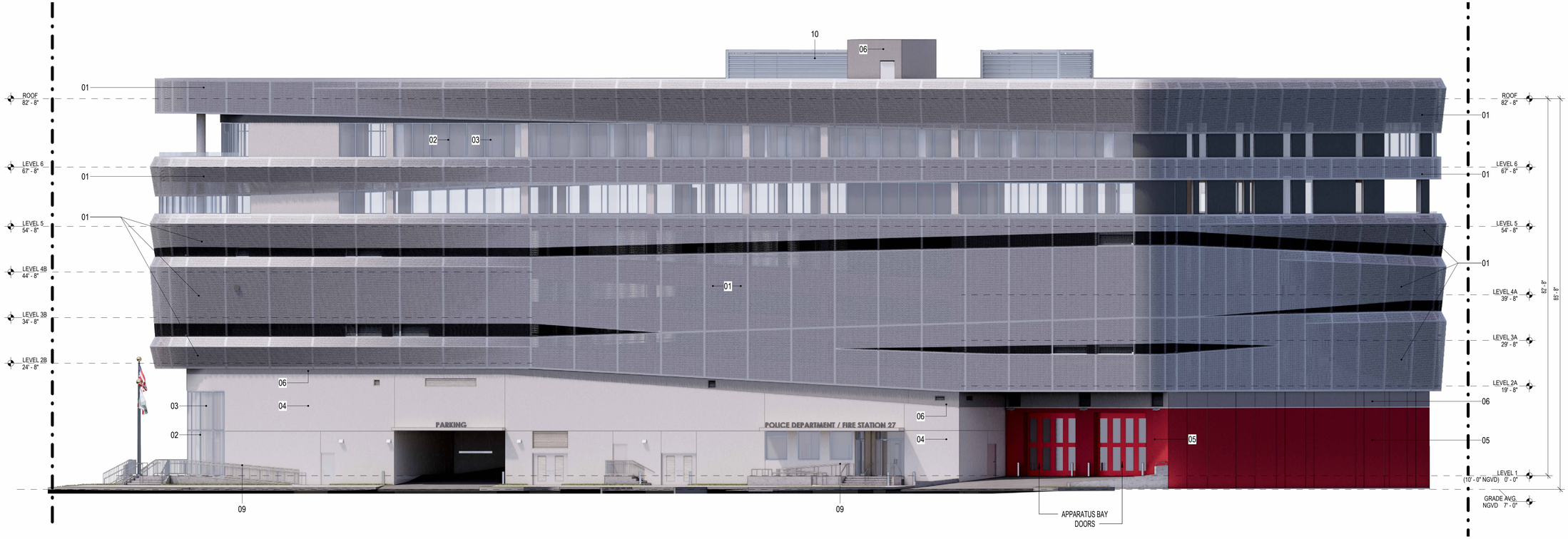
ROOF LEVEL

PZ-A107



1 EAST ELEVATION
3/32" = 1'-0"



2 NORTH ELEVATION
3/32" = 1'-0"

MATERIAL LEGEND

01	METAL MESH FABRIC IN SILVER, BLACK & WHITE
02	INSULATED & IMPACT RESISTANT STOREFRONT SYSTEM
03	INSULATED GLAZING
04	SMOOTH STUCCO FINISH - WHITE
05	SMOOTH STUCCO FINISH - RED
06	SMOOTH STUCCO FINISH - GRAY
07	SMOOTH STUCCO FINISH - GRAY
08	EXPOSED CONCRETE
09	ALUMINUM RAILING
10	LOUVERED MECHANICAL ENCLOSURE


01


02


03


04


05


06


07


08


09


10

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Jason Jensen
AR 94244

PZ REV.2 POST APPROVAL SET

NORTH BAY VILLAGE - VILLAGE HALL & SAFETY COMPLEX

CLIENT: NORTH BAY VILLAGE

11/10/2023 3:07:26 PM

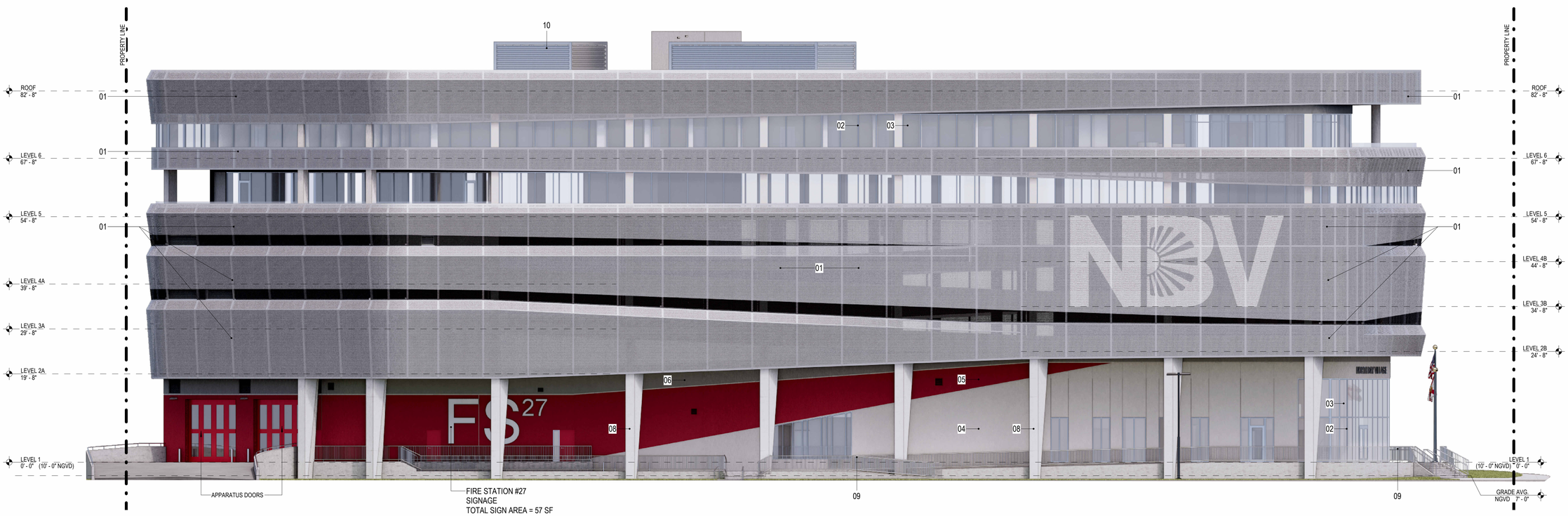
Project number
WJ 2312

DISTRIBUTION

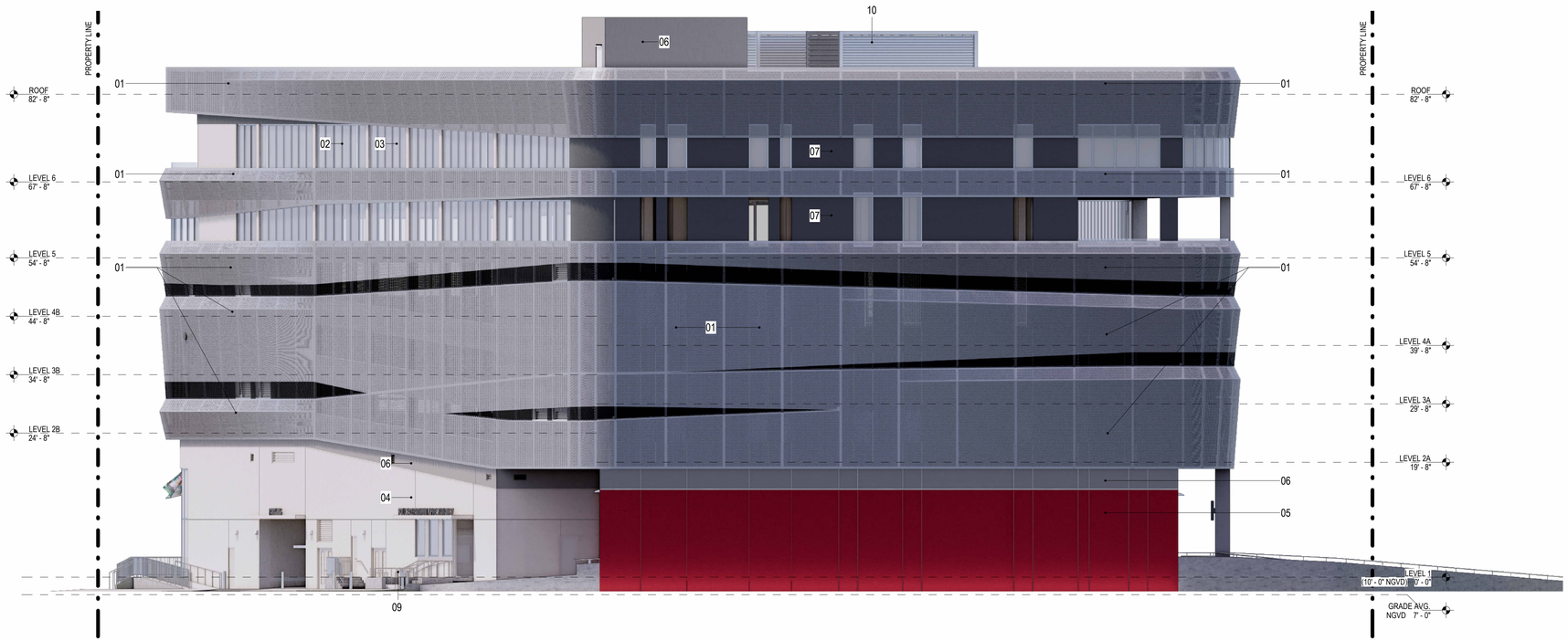
MILESTONE	DATE
PZB SUBMITTAL	08.25.23
PZB REV.1 SUBMITTAL	10.11.23
PZB REV.2 POST APPROVAL SET	11.17.23
PZB UPDATES	11.21.25

EXTERIOR ELEVATIONS

PZ-A108



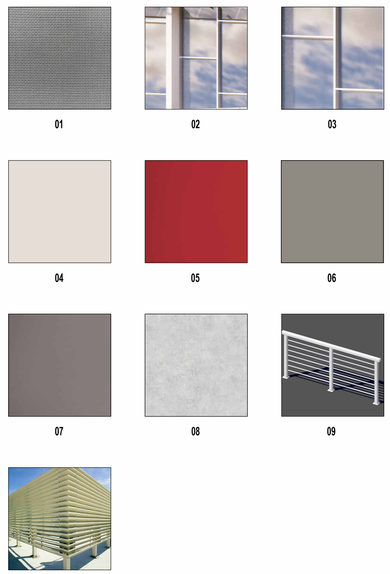
1 SOUTH ELEVATION - PZB
3/32" = 1'-0"



2 WEST ELEVATION - PZB
3/32" = 1'-0"

MATERIAL LEGEND

01	METAL MESH FABRIC IN SILVER, BLACK & WHITE
02	INSULATED & IMPACT RESISTANT STOREFRONT SYSTEM
03	INSULATED GLAZING
04	SMOOTH STUCCO FINISH - WHITE
05	SMOOTH STUCCO FINISH - RED
06	SMOOTH STUCCO FINISH - GRAY
07	SMOOTH STUCCO FINISH - GRAY
08	EXPOSED CONCRETE
09	ALUMINUM RAILING
10	LOUVERED MECHANICAL ENCLOSURE



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Jason Jensen
AR 94244

PZ REV.2 POST APPROVAL SET

NORTH BAY VILLAGE - VILLAGE HALL & SAFETY COMPLEX

CLIENT: NORTH BAY VILLAGE

11/10/2025 3:07:29 PM

Project number
WJ 2312

DISTRIBUTION

MILESTONE	DATE
PZB SUBMITTAL	08.25.23
PZB REV.1 SUBMITTAL	10.11.23
PZB REV.2 POST APPROVAL SET	11.17.23
PZB UPDATES	11.21.25

EXTERIOR ELEVATIONS

PZ-A109

ITEM NO. 12.A

North Bay Village
Recommendation Memorandum

DATE: December 16, 2025

TO: Planning and Zoning Board

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: **AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 8, "ZONING," SECTION 8.12, "BONUS HEIGHT," AND CHAPTER 15, "FORM BASED CODE," SECTIONS 15.7.B "SUMMARY TABLE AND ILLUSTRATIONS – T6-24 AND T6-24MU (MUNICIPAL USE)" AND 15.7.C "SUMMARY TABLE AND ILLUSTRATIONS – T6-30" TO PROVIDE FOR HEIGHT BONUSES IN T6-24, T6-24MU, AND T6-30 TRANSECT ZONES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

RECOMMENDATION

On December 3, 2025, the Planning and Zoning Board recommended approval of the ordinance as presented.

BACKGROUND AND ANALYSIS

The proposed Ordinance amends Chapters 8 and 15 of the ULDC to provide for up to three (3) floors or thirty (30) feet (whichever is less) of bonus height in the transects subzones.

The T6 transect, consisting of properties designated (i) T6-24 abutting Kennedy Causeway on the south side within Treasure Island, (ii) T6-30 abutting Kennedy Causeway on the north side within Treasure Island, and (iii) T6-24 MU abutting Kennedy Causeway on the north side within Harbor Island, currently limits maximum height to the lesser of 24 stories or 240 feet, 30 stories or 340 feet, and 24 stories or 240 feet, respectively.

The Village Commission has received feedback from property owners, including in the form of applications seeking to amend height restrictions through special area plans and/or variances, that quality development of multifamily housing requires enhanced floor-to-floor heights that are constrained by the existing dimensional height limitations and that a variety of housing

types are better provided through flexibility in the maximum number of stories.

Modern rooftop mechanical infrastructure may require additional height over the maximum height currently permitted.

The ULDC does not currently provide for height bonuses in the T6 transect, but does provide for multiple height bonuses in RM-70.

In order to provide property owners with enhanced flexibility to develop high quality offerings that are attractive to new residents and aesthetically interesting, the Village Commission desires to provide for height bonuses in the T6 transect.

At the June 2025 Commission Meeting, the Village Commission adopted a Resolution approving an agreement with Miami Economic Associates, Inc. for value analysis of the real estate development incentives.

At the October 21, 2025 Village Commission Meeting, Commissioner Richard Chervony sponsored a discussion item relating to the establishment of a fee structure for the acquisition of additional height of up to 25 feet in the T-6 Transect Zone for new developments. As a result of that discussion, the Commission directed that an ordinance be drafted to provide for bonus height with the price of the bonus height to be set by resolution.

At the November 2025 Commission Meeting, the Village Commission heard a presentation from the Village's consultants, Miami Economic Associates, Inc., relating to the Village's Community Contribution Fees.

As part of the discussion of this proposed Ordinance, feedback is requested on the MEAI's fee analysis and implementation. Copies of MEAI's report and presentation to the Village Commission are attached.

On Wednesday, December 3, 2025, the Planning and Zoning Board considered the proposed ordinance and recommended approval.

In addition, with respect to MEAI's report, the Board expressed concern about the proposed fee increases and the impact on competition by making new projects uncompetitive, while acknowledging that the fees could be a starting point for negotiations in a development agreement. Some Board Members expressed that if the proposal moved forward, the method of determining land value should be simplified by eliminating the option to evaluate the purchase contract and retain the higher of the appraised value or the purchase price at time of acquisition. In addition, it was suggested that the applicant should pay for the appraisal and, if desired, the Village could seek a second appraisal at the Village's cost. Other Board Members expressed that the report was well-received and long overdue.

Following the Planning and Zoning Board meeting, Exhibit A to the proposed Ordinance has been modified for first reading. The first reading version of the ordinance is attached here for the Village Commission's review. The modifications between the Board's hearing and first reading are intended to clarify that the bonus height payments for properties in RM-70 are to be done in accordance with subsection C of Section 8.12 and that T6 properties that receive a bonus shall, in lieu of a CCF, pay $100,000 per vertical lineal foot of bonus within 60 days of site plan approval.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
N/A

PERSONNEL IMPACT
None

ATTACHMENT(S):
Ordinance - ULDC Chapter 8 and 15 - T6 Bonus Height.DOCX
Exhibit A - Amending Ch. 8 and 15 - T6 Bonus Height .DOCX
Exhibit B - Amending ULDC Ch. 8 and 15 - T6 Bonus Height.DOCX
MEAI Report CCF - November 2025.docx
2025.11.18 NBV Community Benefit Presentation.pdf
Notice of Public Hearing - MDC Legal Ads 12.03.2025 - PZB.pdf

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 8, "ZONING," SECTION 8.12, "BONUS HEIGHT," AND CHAPTER 15, "FORM BASED CODE," SECTIONS 15.7.B "SUMMARY TABLE AND ILLUSTRATIONS – T6-24 AND T6-24MU (MUNICIPAL USE)" AND 15.7.C "SUMMARY TABLE AND ILLUSTRATIONS – T6-30" TO PROVIDE FOR HEIGHT BONUSES IN T6-24, T6-24MU, AND T6-30 TRANSECT ZONES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village ("Village") has adopted a Unified Land Development Code (the "ULDC") to promote the health, safety, order, convenience, comfort, and general welfare of the public, and to promote and preserve the character and ecological quality of the Village as articulated in the Village's Comprehensive Plan; and

WHEREAS, during its 75th anniversary year, and following an extended public discussion about future growth and development, the Village updated its ULDC as part of a master visioning and planning process known as the "NBV100 Master Plan," which looks at the community's next twenty-five years; and

WHEREAS, the NBV100 Master Plan, guided by principles which originated from the common concerns of North Bay Village residents, is centered on equipping the Village with the tools to become a more livable, resilient, and prosperous community that can adapt to the challenges of a changing climate; and

WHEREAS, the Village seeks to amend the regulations pertaining to, and supplementary to the T6 Transects to improve livability, increase resilience, and preserve and enhance prosperity in the Village, consistent with the principles of the NBV100 Master Plan; and

WHEREAS, the T6 transect, consisting of properties designated (i) T6-24 abutting Kennedy Causeway on the south side within Treasure Island, (ii) T6-30 abutting Kennedy Causeway on the north side within Treasure Island, and (iii) T6-24 MU abutting Kennedy Causeway on the north side within Harbor Island, currently limits maximum height to the lesser of 24 stories or 240 feet, 30 stories or 340 feet, and 24 stories or 240 feet, respectively; and

WHEREAS, the Village Commission has received feedback from property owners, including in the form of applications seeking to amend height restrictions through special area plans and/or variances, that quality development of multifamily housing requires enhanced floor-to-floor heights that is constrained by the existing dimensional height limitations and that a variety of housing types are better provided through flexibility in the maximum number of stories; and

WHEREAS, modern rooftop mechanical infrastructure may require additional height over the maximum height currently permitted; and

WHEREAS, the ULDC does not currently provide for height bonuses in the T6 transect, but does provide for multiple height bonuses in RM-70; and

WHEREAS, in order to provide property owners with enhanced flexibility to develop high quality offerings that are attractive to new residents and aesthetically interesting, the Village Commission desires to provide for height bonuses in the T6 transect; and

WHEREAS, the ULDC and the amendments provided herein are wholly consistent with the NBV100 Master Plan, the Village's Comprehensive Plan, and the Florida Community Planning Act; and

WHEREAS, on December 3, 2025, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, reviewed this Ordinance and recommended approval; and

WHEREAS, this Ordinance was duly noticed and presented to the Village Commission in two readings, with second reading conducted as the required public hearing on _____, 2026; and

WHEREAS, the Mayor and Commission find that this Ordinance is in the best interest of the public health, safety, and welfare of the Village's residents and visitors.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:[1]

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending Chapter 8 of the ULDC. That Chapter 8, "Zoning" of the ULDC of North Bay Village, Florida, is hereby amended to read as set forth in Exhibit "A" attached hereto and incorporated herein.

Section 3. Amending Chapter 15 of the ULDC. That Chapter 15 "Form Based Code" of the ULDC of North Bay Village, Florida, is hereby amended to read as set forth in Exhibit "B" attached hereto and incorporated herein.

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but

[1] Coding: ~~Strikethrough words~~ are deletions to the existing text. Underlined words are additions to the existing text. Changes between first and second reading will be indicated with ~~double strikethrough~~ and double underline.

they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Codification. That it is the intention of the Village Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 7. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____, 2025.

PASSED AND ADOPTED on second reading on the ____ day of _____, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L.Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

First Reading:
Moved By: _____
Seconded By: _____

Second Reading:
Moved By: _____
Seconded By: _____

Vote on Final Adoption:
Mayor Rachel Streitfeld _____
Vice Mayor Goran Cuk _____
Commissioner Doris Acosta _____
Commissioner Richard Chervony _____
Commissioner Andy Daro _____

EXHIBIT "A"

8.12 – Bonus height.

Properties in the RM-70 and CG districts, and T6 transects, may request to purchase additional height from North Bay Village as follows:

A. Approval of bonus height.

Requests for bonus height shall be made concurrent with site plan review and shall be reviewed pursuant to the same criteria as site plans, provided in Section 5.8 ULDC. The Village Planning and Zoning Board shall review the request and provide a recommendation to the Village Commission. The Village Commission shall have the authority to approve or deny any bonus height request at a site plan review public hearing. ~~Bonus heights are not permitted within the T6 transect zones.~~

B. Maximum bonus height.

1. Except for undersized parcels in RM-70, the maximum building height (with bonus) that may be approved according to this Section is 240 feet, subject to payment of Community Contribution Fees as set forth in subsection C below.

2. Properties in the RM-70 District that are one (1) acre or less and receive development rights pursuant to Section 8.13 may obtain approval from the Village Commission for additional building height of up to thirty percent (30%) above the maximum permitted height (up to 312 feet with the application of all bonuses) to accommodate the transferred density, subject to payment of Community Contribution Fees as set forth in subsection C below.

3. Properties within any T6 transect are eligible for a height bonus to exceed the maximum height allowed within the underlying transect by up to three (3) floors or thirty (30) feet, whichever is less. In lieu of a Community Contribution Fee for this bonus, the property shall qualify for this bonus upon approval of a site plan depicting the bonus height and a development agreement committing to pay $100,000 per vertical lineal foot of bonus within sixty (60) days of site plan approval.

C. Fees.

1. Bonus height Community Contribution Fees shall be paid to North Bay Village in the following manner: a fifty percent (50%) nonrefundable deposit shall be paid to the Village within 90 days of site plan approval by the Village Commission; and the balance shall be paid concurrently with the issuance of a Building Permit. No building permit shall be issued by the Village until the applicant has paid the fees calculated pursuant to this section.

   a. The deposit will be a credit against the Bonus Fee and such credit will run with the land. Without limiting the foregoing, the deposit will run in favor of all owners and successor owners of the subject property and to all site plan approvals regarding the property, even if one or more site plan approvals expire.

   b. The development agreement to be executed and recorded in connection with the site plan approval for the corresponding project shall provide that the Bonus

Fee deposit runs with the land as provided in item a above.

2. The Community Contribution Fees shall be assessed and payable to the Village in accordance with the Village's adopted Fee Schedule, as may be amended from time to time.

3. Community Contribution Fees collected according to the bonus height program shall be utilized for the purchase of future Village parks, land for additional public Open Space, other public amenities, or infrastructure projects.

4. ~~The bonus fees shall be paid in the following manner:~~

~~a. Applicant will pay to the Village a deposit equal to 10% of the total bonus height or density fee (the "Bonus Fee") within ninety (90) days of the date the site plan approval becomes final and non-appealable. The deposit will be applied to the total Bonus Fee due.~~

~~b. The deposit payment shall be non-refundable.~~

~~c. The deposit will be a credit against the Bonus Fee and such credit will run with the land. Without limiting the foregoing, the deposit will run in favor of all owners and successor owners of the subject property and to all site plan approvals regarding the property, even if one or more site plan approvals expire.~~

d. ~~The development agreement to be executed and recorded in connection with the site plan approval for the corresponding project shall contain appropriate language providing that the Bonus Fee deposit running with the land as provided in item 3 above.~~

EXHIBIT "B" [1]

15.7.B. Summary table and illustrations – T6-24 and T6-24MU (Municipal Use).

1. BUILDING DISPOSITION	
i. LOT OCCUPATION	
a. Lot Area	10,000 sf min.
b. Lot Width	100 ft. min.
c. Lot Coverage	90% max.
d. Floor Lot Ratio	13.0
e. Frontage at Front Setback	70% min.
f. Open Space Requirement	10% Lot Area min.
g. Density with Bonus (1)	120 du/acre (see also *Sec. 15.2.H.*) †
h. Density with Bonus (2)	150 du/acre (see also *Sec. 15.2.H.*)
ii. BUILDING SETBACK	
a. Primary Front–Kennedy Cswy.	20 ft.
b. Primary Front – Waterfront	25 ft. min.
c. Secondary Front/Side A	10 ft. min.
d. Side B	0 ft. min
e. Rear	5 ft. min[1]
f. Stepback 1 (All Sides)	10 ft. min. above 5th Story
g. Stepback 2 (All Sides)	5 ft. min. above 15th Story
2. BUILDING CONFIGURATION	
i. FRONTAGE	
a. Common Lawn	Prohibited
b. Porch and Fence	Prohibited
c. Terrace	Prohibited
d. Forecourt	Allowed[2]
e. Stoop	Allowed[3]
f. Shopfront	Allowed
g. Gallery	Allowed
h. Arcade	Prohibited
ii. BUILDING HEIGHT	
a. Min. Building Height	2 Stories
b. Max. Pedestal Height	10 Stories or 100 feet, whichever is less
c. Max. Building Height	30 Stories or 240 feet, whichever is less, as may be increased pursuant to Sec. 8.12

[1] Coding: ~~Strikethrough words~~ are deletions to the existing text. Underlined words are additions to the existing text. Changes between first and second reading will be indicated with ~~double strikethrough~~ and double underline.

1. Rear setback shall be 15 ft. min. when not abutting an alley and shall be 50 ft. min. above the fifth Story when the rear lot line abuts a lower Transect Zone or RS-1, RS-2, or RM-40 Residential Zoning District.
2. Forecourts shall be pedestrian only.
3. Not allowed facing Kennedy Causeway.

† Note: Development approvals shall be valid for two years in accordance with Sec. 5.11-See *Section 15.2.H* for additional requirements.

* * *

15.7.C. Summary table and illustrations – T6-30.

1. BUILDING DISPOSITION	
i. LOT OCCUPATION	
a. Lot Area	10,000 sf min.
b. Lot Width	100 ft. min.
c. Lot Coverage	75% max.
d. Floor Lot Ratio	13.0
e. Frontage at Front Setback	70 % min. (measured for overall frontage)
f. Open Space Requirement	10% Lot Area min.
g. Density with Bonus (1)	120 du/acre (see also *Sec. 15.2.H.*) †
h. Density with Bonus (2)	150 du/acre (see also *Sec. 15.2.H.*)
ii. BUILDING SETBACK	
a. Primary Front – Kennedy Cswy.	20 ft.
b. Primary Front – Waterfront	25 ft. min.
c. Side West (View Corridor)	20% of Lot Width min.
d. Side East	0 ft. min. - 15 ft. max.
e. Stepback (Kennedy Causeway and Side Yards; Optional Stepback in Waterfront Yard – see *Building Height Illustration)*	10 ft. min. above the 5th Story
2. BUILDING CONFIGURATION	
i. FRONTAGE (Kennedy Causeway)	
a. Common Lawn	Prohibited
b. Porch and Fence	Prohibited
c. Terrace	Prohibited
d. Forecourt	Allowed[1]
e. Stoop	Allowed[2]
f. Shopfront	Allowed
g. Gallery	Required
h. Arcade	Allowed (Replaces Gallery)
i. Habitable Liners	Optional
ii. BUILDING HEIGHT	
a. Min. Building Height	2 Stories
b. Max. Pedestal Height	10 Stories or 100 feet, whichever is less

c. Max. Building Height	30 Stories or 340 feet, whichever is less, as may be increased pursuant to Sec. 8.12
1. Forecourts shall be pedestrian only. 2. Not allowed facing Kennedy Causeway † Note: Development approvals shall be valid for two years in accordance with Sec. 5.11 of the ULDC. See *Section 15.2.H* for additional requirements.	

Proposed Integration of Community Benefit Formula into
North Bay Village Development Code

Pursuant to its professional service agreement with North Bay Village dated August 27, 2025, Miami Economic Associates, Inc. (MEAI), in conjunction with The Curtis Group (TCG), performed an analysis to create a formulaic public benefit requirement for bonus square footage designed to ensure that developers seeking bonus square footage contribute to the Village proportionally to the financial uplift they receive from that additional square footage.. Bonus requests may involve additional density (dwelling units) and/or height rather than just intensity (floor area), particularly in situations where the underlying Floor Area Ratio (FAR) permits adequate intensity but does not allow sufficient unit yield or verticality.

Underlying our analysis is the proposition, subscribed to both MEAI and TCG, that a developer's development rights with to property owned are a function of the size of the property and the land use designation and zoning applicable to that property. When a developer seeks density and/or height greater than that possessed by right, that request is basically seeking permission to develop the air rights above the owned property, which are a community asset for which the Village should be compensated at a level consistent with what was paid the rights possessed by right.

Formula Description

The formula is:
Community Benefit Fee = (Bonus Square Footage) x (Land Value/By Right Building Square Footage)

In this formula:

- Bonus Square Footage = Total square footage exceeding the Base Zoning Allowance
- Land Value = Value of the site proposed for development as verified by: 1) a recorded arm's length transaction within 24 months of the application of Bonus Square Footage; or 2) a purchase and sale agreement executed with 24 months of the date the application for Bonus Square Footage; or 3) by an appraisal performed within 6 months of the date of the application square footage.[1]
- Base Zoning Allowance = the maximum square footage allowed by right according to code

Example Calculation

Assume:
Land Value: $25,000,000
Base Zoning Allowance: 200,000 GSF
Bonus Square Footage: 50,000 GSF

Then:
Land Value per By Right Building Square Foot: $25,000,000/200,000 GSF = $125 GSF
Community Benefit Fee: 50,000 GSF x $125/GSF = $6,250,000

[1] The developer requesting bonus square footage can, at its option, decide to submit an appraisal to the Village for review; however, the Village should have the option to seek a different opinion of value from appraiser of its choosing with cost of such appraisal being borne by the Applicant.

Recommended Code Integration

The following language should be added ULDC Sec. 5.8 or Article 15:

Section X: Value-Based Bonus Contribution

1. Applicability: This section applies to any development project requesting bonus floor, area, height or density through an adopted zoning incentive program

2. Calculation Method:
Community Benefit Fee = (Bonus Square Footage) x (Land Value/By Right Building Square Footage)

3. Land Value Determination:
- An actual purchase price (if acquired with 24 months of the application date in an arm's length transaction); or
- A purchase and sale agreement (if executed within 24 months of the application date): or
- A certified appraisal conducted within 6 months of the application date. The Village may commission a second appraisal, paid for the Applicant, to confirm value.

4. Timing of Payment:
- 25% due prior to site plan approval
- 75% due prior to first building permit

5. Use of Funds:
- Deposited in the Public Benefit Trust Fund
- Allocated to resiliency, mobility, civic space or affordable housing.

Benefits

- Developer contributions reflect real estate value.
- Transparent and formulaic.
- Flexible across projects of varying scale.

Considerations

- Requires reliable land value data.
- May require appraisal dispute resolution.
- Codification of the proposed formula is not intended to preclude the Village from negotiating a bonus contribution with a developer but would serve to provide the Village with a rational and transparent basis for its opening position in such a negotiation.

Next Steps

- Decide whether to apply village-wide or in specific zoning district (e.g., T6-30, T6-36)
- Coordination with Village attorney and planner to ensure consistency with comp plan and Florida Statutes.
- Include a worksheet or illustrative table in the code for clarity.

NORTH BAY VILLAGE COMMUNITY BENEFIT PROPOSAL

November 18, 2025

Miami Economic Associates + The Curtis Group

POLICY BASIS

- Developers' rights = function of land size and zoning
- Requests for extra height/density = request to use air rights
- Air rights = community asset requiring fair compensation

Air rights are not automatic – they belong to the Village

PROPOSED FORMULA

- Community Benefit Fee = (Bonus SF) x (Land Value ÷ Base SF)
- Bonus SF: Square footage above zoning limit
- Land Value: Verified by sale or appraisal
- Base SF: Max allowed under current code

EXAMPLE CALCULATION

- Land Value = $25,000,000
- Base Allowance = 200,000 SF
- Bonus = 50,000 SF
- Fee = 50,000 × ($25M ÷ 200,000) = $6,250,000

SUMMARY OF DEVELOPMENT AGREEMENT SITES

Address	Site Area SF	Sales Year	Land Value	Building Square Footage			Land Value Base SF	Equivalent Community Benefit Fee	Proferred Community Benefit
				Base	Bonus	Total			
1775 Kennedy Causeway	60,900	2023	$35,000,000	359,853	214,000	573,853	$97.26	$20,814,055	Contribution; $1,380,000 (or 19 on-site units if constructed by 2025); 18' wide public walkway with lighting, landscaping, seating, and wayfinding; $1 per paid event space (non-residential) reported bi-annually; $400,000 City Hall
1819-1855 79th Street	98,851	2024	$73,500,000	576,000	178,000	754,000	$127.60	$22,713,542	18' wide public-access promenade (6 AM–midnight); 5% of residential units reserved for non-subsidized workforce; $2,185,000 community contribution
7913 West Drive	43,901	2025	$20,000,000	127,890	75,110	203,000	$156.38	$11,746,032	TDR fee paid.

RECOMMENDED CODE LANGUAGE

Applicability

- Applies to any project requesting bonus floor area, height, or density under a Village-approved incentive program.

Fee Calculation Formula

- Community Benefit Fee = Bonus SF × (Land Value ÷ By-Right Building SF)

LAND VALUE BASIS, PAYMENT & USE OF FUNDS

- Recent purchase price (within 24 months, arms-length)
- Signed purchase & sale agreement (within 24 months)
- Certified appraisal (within 6 months)
- Village may request a second appraisal at applicant's expense.
- 25% due before site plan approval
- 75% due before first building permit
- Funds used for resiliency, civic space, mobility, housing

BENEFITS & CONSIDERATIONS

- Benefits: transparent, scalable, reflects real land value
- Considerations: needs reliable land value data
- Allows negotiation but provides rational baseline

A predictable and fair tool for public-private balancing

NEXT STEPS

- Decide scope: village-wide or zone-specific
- Legal and planning coordination for adoption
- Include worksheet or table in final code language

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON DECEMBER 3, 2025, AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING, THE BOARD WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE BY CREATING A NEW DIVISION 4, "REASONABLE ACCOMMODATION PROCEDURES" AND A NEW SECTION 4.25, TO ESTABLISH PROCEDURES FOR CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 8, "ZONING," SECTION 8.12, "BONUS HEIGHT," AND CHAPTER 15, "FORM BASED CODE," SECTIONS 15.7.B "SUMMARY TABLE AND ILLUSTRATIONS – T6-24 AND T6-24MU (MUNICIPAL USE)" AND 15.7.C "SUMMARY TABLE AND ILLUSTRATIONS – T6-30" TO PROVIDE FOR HEIGHT BONUSES IN T6-24, T6-24MU, AND T6-30 TRANSECT ZONES, WHICH ARE LIMITED TO PROPERTIES ABUTTING 79th STREET CAUSEWAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 11, "SIGNS," AND CHAPTER 15, "FORM BASED CODE," TO ADDRESS CURRENT LEGAL REQUIREMENTS, TO ESTABLISH SPECIFIC STANDARDS AND REGULATIONS, AND TO CONSOLIDATE ALL PROVISIONS RELATED TO SIGNS ; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

PARTICIPATE IN THE MEETING VIA ZOOM: MEETING ID: 839 8967 2951
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 1-929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Legal Ads and Public Notices

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SELECTED FILTERS

North Bay Village X Clear Filters

Sort By: Newest

Notice of Public Hearing - Planning & Zoning Board

North Bay Village | Publish Date: Nov 18, 2025

PUBLIC NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON DECEMBER 3, 2025, AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING, THE BOARD WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

ITEM NO. 12.B

North Bay Village
Recommendation Memorandum

DATE: December 16, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 31 OF THE VILLAGE CODE OF ORDINANCES TO ESTABLISH VARIOUS VILLAGE DEPARTMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve the proposed Ordinance on first reading as presented.

BACKGROUND AND ANALYSIS

The proposed Ordinance seeks the Village Commission's approval to formally establish the Human Resources, Information Technology, Code Compliance t, and Community Engagement Departments.

During the 2025–2026 fiscal year budget process, the Village Manager restructured the organization by creating standalone Community Engagement and Human Resources Departments, separate from the Village Manager's Office. Through this legislation, Staff also seeks to officially establish the Information Technology and Code Compliance Departments, which were not previously formalized by Commission action.

§ 3.08 (1) of the Village Charter provides that the Village Commission can - Adopt or amend an administrative code or establish, alter or abolish any Village department or agency.

It is recommended that the Village Commission approve the proposed ordinance on first reading as presented to formally establish the Human Resources, Information Technology, Code Compliance, and Community Engagement Departments.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
N/A

PERSONNEL IMPACT
Human Resources, IT, Code Compliance and Community Engagement Departments

ATTACHMENTS
Ordinance Creating New Departments.DOCX
Exhibit A-Village Dept Ordinane Text Amendment Chapter 31.DOCX
Organization Chart.docx

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 31 OF THE VILLAGE CODE OF ORDINANCES TO ESTABLISH VARIOUS VILLAGE DEPARTMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 3.08 of the Charter of North Bay Village (the "Village") provides that the Village Commission may create new departments by ordinance; and

WHEREAS, the Village Commission desires to update Chapter 31 of the Village's Code of Ordinances (the "Code"), to formally establish administrative departments within the Village Code; and

WHEREAS, the establishment of these departments promotes clarity, efficiency, and organization within Village operations; and

WHEREAS, the Village Commission finds that this Ordinance is necessary and in the best interest of the public health, safety, and welfare of the Village.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:[1]

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending Chapter 31 of the Village Code. That Chapter 31 of the code of ordinances of North Bay Village, Florida, is hereby amended to read as set forth in Exhibit "A" attached hereto and incorporated as though fully set forth herein.

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Codification. That it is the intention of the Village Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

Section 5. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____, 2025.

PASSED AND ADOPTED on second reading on the ____ day of _____, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

First Reading:
Moved By: _____
Seconded By: _____

Second Reading:
Moved By: _____
Seconded By: _____

Vote on Final Adoption:
Mayor Rachel Streitfeld _____
Vice Mayor Goran Cuk _____
Commissioner Doris Acosta _____
Commissioner Richard Chervony _____
Commissioner Andy Daro _____

EXHIBIT A[1]

Chapter 31 VILLAGE ~~OFFICIALS~~ DEPARTMENTS

~~§ 31.01 Chief of police.~~

~~For various powers and duties of the Chief of Police, see Chapter 71, and §§ 90.03, 115.05, and 115.13.~~

~~§ 31.02 Village attorney.~~

~~For provisions concerning the Village Attorney, see Charter § 3.06.~~

~~§ 31.03 Village clerk.~~

~~For provisions concerning the Village Clerk, see Charter § 4.02.~~

~~§ 31.04 Village manager.~~

~~For provisions concerning the Village Manager, see Charter §§ 4.01 through 4.08, and code § 31.05. For provisions concerning the Village Manager as the Village purchasing agent, see §§ 36.25 and 36.26. For provisions concerning the Village Manager's authorization to establish public transportation routes and rates, see §§ 72.01 and 72.02.~~

~~(Ord. No. 2020-003, § 2, 1-14-20)~~

~~§ 31.05 Village Manager as appointing officer and head of Village Departments.~~

~~(A) The Village Manager is designated as the appointing officer of each and every Department within the classified service of the Village.~~

~~(B) The Village Manager is designated and appointed as the head of the Police Department, Maintenance Department, Water Department, and Clerical Department of the Village. The Village Manager is hereby authorized, empowered, and instructed to direct the operations of each of the Departments.~~

~~(Ord. No. 2020-003, § 2, 1-14-20)~~

~~§ 31.06 Mayor.~~

~~For provisions concerning the Mayor, see Charter §§ 3.01 A. and 3.05.~~

[1] Coding: Strikethrough words are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with double strikethrough and double underline.

~~**§ 31.07 Vice-mayor.**~~

~~For provisions concerning the Vice-Mayor, see Charter §§ 3.01 and 3.05.~~

§ 31-01. – Building Department.

The Building Department is established.

§ 31-02. – Community Engagement Department.

The Community Engagement Department is established.

§ 31-03. – Information Technology Department.

The Information Technology Department is established.

§ 31-04. – Human Resources Department.

The Human Resources Department is established.

§ 31-05. – Finance Department.

The Finance Department is established.

§ 31-06. – Police Department.

The Police Department is established.

§ 31-07. – Code Compliance Department.

The Code Compliance Department is established.

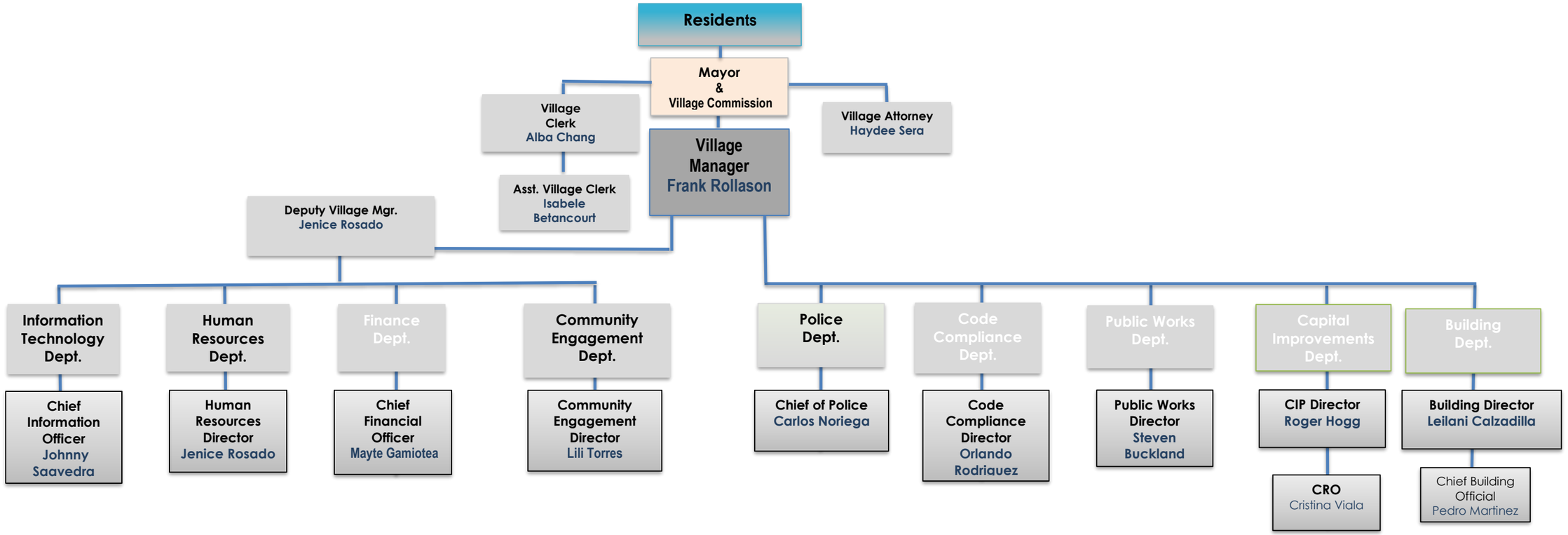
§ 31-08. – Public Works Department.

The Public Works Department is established.

§ 31-09. – Capital Improvements Department.

The Capital Improvements Department is established.

NORTH BAY VILLAGE ORGANIZATIONAL CHART



Effective 12/9/25

ITEM NO. 13.A

North Bay Village
Recommendation Memorandum

DATE: December 16, 2025

TO: Planning and Zoning Board

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 15.3 "SPECIFIC TO TRANSECT ZONES – KENNEDY BOULEVARD DISTRICT (KBD)" OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE TO PROVIDE FOR EXTENSIONS OF APPROVALS OF TEMPORARY STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommend to approve, on second reading, the request to amend Section 15.3 "Specific to Transect Zones, Kennedy Boulevard District (KBD)" of the Unified Land Development Code as presented.

BACKGROUND AND ANALYSIS

The proposed Ordinance would amend Section 15.3 of the Village Unified Land Development Code [ULDC] to provide extensions of approvals of temporary structures.

Under the current regulations, food trucks are permitted to operate in the Village for an initial six (6)-month period, with renewals allowed for up to a maximum of eighteen (18) months. The proposed amendment would remove the 18-month limit and allow the Village Manager to administratively approve additional six-month extensions at their discretion. Continued operation would remain contingent upon the food truck's compliance with all applicable codes and regulations.

On November 5, 2025, the Planning and Zoning Board voted to recommend approval of the proposed Ordinance. The Village Commission unanimously approved the proposed Ordinance on first reading on November 18, 2025. No changes have been made to the ordinance between first and second reading. It is recommended that the Village Commission adopt the ordinance on second reading as presented.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
N/A

PERSONNEL IMPACT
NONE

ATTACHMENT(S):
Ordinance -Temporary Structure- Food Trucks.DOCX
BIES - Temporary Structures - Posted 12.02.2025.pdf
Notice of Public Hearing- MDC Legal Ad 12.03.202.pdf

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 15.3 "SPECIFIC TO TRANSECT ZONES – KENNEDY BOULEVARD DISTRICT (KBD)" OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE TO PROVIDE FOR EXTENSIONS OF APPROVALS OF TEMPORARY STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the North Bay Village ("Village") Unified Land Development Code ("ULDC") establishes the Kennedy Boulevard District ("KBD"), composed of Urban Core Transect Zones (T6), to implement the goals of the NBV100 Master Plan and to transform Kennedy Causeway into a walkable, mixed-use boulevard that supports vibrant retail, diverse local businesses, and a wide range of transportation modes; and

WHEREAS, the KBD standards are further intended to facilitate the short-term activation of Pirates Alley into a Village Center, lay the groundwork for the long-term incremental development of a great urban center and Main Street, and attract redevelopment of underused and vacant lots in a manner that improves the public realm, increases access to the water, and contributes to a robust economic base; and

WHEREAS, the Village Commission recognizes that temporary structures such as food trucks, kiosks, and pop-up retail uses contribute to the activation and economic vitality of the KBD by supporting local businesses and creating engaging, pedestrian-friendly spaces; and

WHEREAS, Section 15.3(5) of the ULDC currently authorizes food trucks and other mobile food establishments as temporary structures in certain areas of the KBD, but does not provide a mechanism to authorize continued operation beyond the initial eighteen (18) month period permitted by administrative approvals; and

WHEREAS, the Village Commission wishes to amend Section 15.3(5)(f) of the ULDC to provide that food trucks may be administratively approved for additional extension periods, at the sole discretion of the Village Manager upon a determination of continued compliance with applicable codes and regulations; and

WHEREAS, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and has recommended _____; and

WHEREAS, the Village Commission finds that this Ordinance is in the best interest of the public health, safety, and welfare of the Village's residents and visitors.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:[1]

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending Section 15.3 of the Village Code. That Section 15.3 of the code of ordinances of North Bay Village, Florida, is hereby amended to read as follows:

Chapter 15 – Form-Based Code

*** * ***

§ 15.3 – Specific to Transect Zones – Kennedy Boulevard District (KBD).

* * *

C. Development Standards for T6 Transect Zones

* * *

5. Architectural Standards.

a. Permanent and Temporary Structures

(1) Only permanent structures shall be allowed, unless specified otherwise in this Code.

(2) Temporary *Structures* such as mobile homes, construction trailers, travel trailers, recreational vehicles and other temporary structures shall not be allowed except as per the *Code of Ordinances* and this Code, with the following exceptions by *Warrant.*

(a) Island Walk: Temporary Structures such as kiosks, stands, and tents may be allowed within the *Island Walk* easement and the *Waterfront Setback*.

(b) Pirates Alley: Temporary Structures such as shipping containers, food trucks, kiosks, stands, and tents may be allowed.

(c) Other locations within the T6-24 and T6-30 Zoning Districts: Temporary structures such as food trucks, kiosks,

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

shipping containers adapted for retail or service uses, portable bathroom facilities, stands, pop-up shops, temporary sales centers and the like. Food trucks and other types of mobile food establishments shall comply with all state, county and applicable local licensing, permitting, and food and worker safety requirements.

(d) Kiosks and stands shall be limited to temporary covered structures no greater than 300 square feet and shall have one or more open sides.

(e) All temporary structures are subject to the applicable dimensional standards and other relevant requirements of the ULDC and to the applicable provisions of the Florida Building Code. Any contravention of these standards or of specific conditions of the warrant approving the temporary structure may be grounds for revocation of the approval.

(f) Temporary structures may be approved for a maximum of six (6) months, renewable administratively up to two (2) additional times in maximum periods of six months each time for a maximum of eighteen (18) months. Notwithstanding the foregoing~~,~~:

(i) temporary sales centers may be approved for a period of up to twelve (12) months, renewable administratively up to two (2) additional ~~time~~ twelve (12) month periods for a maximum of thirty-six (36) months.

(ii) food trucks and other mobile food establishments may be approved for a period of up to six (6) months, renewable administratively for additional six (6) month periods, subject to the sole discretion of the Village Manager upon a determination that the continued operation remains compliant with all applicable codes and regulations.

(g) Staff shall provide courtesy notification to the Village Commission of temporary structures and activation projects administratively approved in accordance with this subsection.

* * *

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Codification. That it is the intention of the Village Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 5. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____, 2025.

PASSED AND ADOPTED on second reading on the ____ day of _____, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

First Reading:
Moved By: _____

Seconded By: _____

Second Reading:
Moved By: _____
Seconded By: _____

Vote on Final Adoption:
Mayor Rachel Streitfeld _____
Vice Mayor Goran Cuk _____
Commissioner Doris Acosta _____
Commissioner Richard Chervony _____
Commissioner Andrew Rotondaro _____

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: 12/16/2025	**Date Posted**: 12/2/2025	**Agenda Item Number**: 13A

Title of Proposed Ordinance:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 15.3, "SPECIFIC TO TRANSECT ZONES – KENNEDY BOULEVARD DISTRICT (KBD)" OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE TO PROVIDE FOR EXTENSIONS OF APPROVALS OF TEMPORARY STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Applicable Exemptions[2]:

This Business Impact Estimate is not required for ordinances that fall under the following exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation.
- ☐ The proposed ordinance relates to the issuance or refinancing of debt.
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance.
- ☐ The proposed ordinance relates to procurement.
- ☐ The proposed ordinance is enacted to implement the following:
  - ☐ Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  - ☐ Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
  - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code

Summary of Proposed Ordinance and Statement of Public Purpose to be Served:

The Unified Land Development Code (ULDC) currently allows food trucks and other mobile food establishments to operate for a maximum of eighteen (18) months through administrative approvals. The purpose of the proposed amendment is to authorize administrative approval of extension periods for these temporary mobile food establishments, at the sole discretion of the Village Manager, based on a determination of continued compliance with all applicable codes and regulations. Consequently, the amendment would no longer subject such establishments to the existing eighteen (18)-month maximum operating period.

[1] This Business Impact Estimate is provided to comply with the requirements of Section 166.041(4), Florida Statutes. Please note that this Business Impact Estimate may be revised following its initial posting as new information or feedback becomes available.

[2] If one or more boxes are checked under this section, it indicates that the Town has determined that a business impact estimate is not required by state law for the proposed ordinance, but the Town is providing the business impact estimate as a courtesy.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs: None. Food trucks and mobile food establishments will continue to receive approval through the existing warrant application process. The amendment allows approvals of such establishments without subjecting them to the current eighteen (18)-month maximum period.

b. New Charges/Fees on Businesses Impacted: The warrant application process fee has existed in the Village's official Fee Schedule for several years. No new fee or process will be established.

c. Estimate of Regulatory Costs: See above. There are no additional regulatory costs or revenues anticipated by the adoption of the ordinance.

Good Faith Estimate of Number of Businesses Likely Impacted:

One food truck establishment is currently approved through a warrant and will reach the end of its eighteen (18)-month approval period at the close of 2025. Under the proposed amendment, this business, as well as other mobile food establishments, would no longer be subject to the eighteen (18)-month maximum approval period and would therefore be eligible to request extensions. As noted above, the amendment is limited to allowing approvals for such temporary establishments without applying the current eighteen (18)-month maximum authorized by the ULDC. The warrant application process is existing, and no changes to that process are proposed.

Any Additional Information:

N/A

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON DECEMBER 16, 2025, AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING, THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE BY CREATING A NEW DIVISION 4, "REASONABLE ACCOMMODATION PROCEDURES" AND A NEW SECTION 4.25, TO ESTABLISH PROCEDURES FOR CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 15.3 "SPECIFIC TO TRANSECT ZONES – KENNEDY BOULEVARD DISTRICT (KBD)" OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE TO PROVIDE FOR EXTENSIONS OF APPROVALS OF TEMPORARY STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE, YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID:** 891 2658 3746
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

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Sort By: Newest

Notice of Public Hearing - Regular Commission Meeting

North Bay Village | Publish Date: Dec 3, 2025

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON DECEMBER 16, 2025, AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING, THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

ITEM NO. 13.B

North Bay Village
Recommendation Memorandum

DATE: December 16, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: **AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE BY CREATING A NEW DIVISION 4, "REASONABLE ACCOMMODATION PROCEDURES" AND A NEW SECTION 4.25, TO ESTABLISH PROCEDURES FOR CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE ATTORNEY HAYDEE SERA**

RECOMMENDATION

It is recommended that the Village Commission adopt the proposed Ordinance on second reading.

BACKGROUND AND ANALYSIS

During the 2024-2025 legislative session, the Florida Legislature adopted Senate Bill 954, which requires each local government to adopt, by January 1, 2026, an ordinance establishing procedures for the review and approval of certified recovery residences, including a process for requesting reasonable accommodations from local land use regulations that serve to prohibit the establishment of a certified recovery residence.

The proposed Ordinance creates a new Division 4, "Reasonable Accommodation Procedures," within Chapter 4, "Administration and Enforcement," to establish procedures specifically applicable to certified recovery residences.

In light of the January 1, 2026 deadline, the ordinance was presented to Commission on first reading on November 18, 2025, when it was approved as presented. The Planning and Zoning Board considered the ordinance on December 3, 2025 and recommended approval with comments that the Village consider, to the extent legally permissible to adjust the criteria to address: Spacing between certified recovery residences (CRRs), methods to avoid overconcentration of CRRs, favoring non-residential areas over single-family or multi-family residential areas, implementation of application fees, and occupancy limitations. These comments will be reviewed by the Village Attorney's office and, if they may be legally implemented, an ordinance will be presented at a future date to address these concerns.

It is recommended that the Ordinance be adopted on second reading as presented. No changes have been made between first and second reading.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
No immediate financial impact

PERSONNEL IMPACT
The Village's Planning and Zoning staff will be the primary point of contact for applications submitted.

ATTACHMENTS
Ordinance Certified Recovery Residences-First Reading.DOCX
Exhibit A - Recovery Residences-Text Amendment.DOCX
BIES - Certified Recovery Residence-Posted 12.2.2025.pdf
Notice of Public Hearing - MDC Legal Ads 12.03.2025.pdf

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE BY CREATING A NEW DIVISION 4, "REASONABLE ACCOMMODATION PROCEDURES" AND A NEW SECTION 4.25, TO ESTABLISH PROCEDURES FOR CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the North Bay Village ("Village") Unified Land Development Code ("ULDC") establishes the Village's land development regulations; and

WHEREAS, the Village Commission finds it periodically necessary to amend the ULDC in order to update regulations and procedures to maintain consistency with state law, implement municipal goals and objectives, clarify regulations, and address specific issues and needs that may arise; and

WHEREAS, in 2025, the Florida Legislature adopted Senate Bill 954, which requires each local government to adopt, by January 1, 2026, an ordinance establishing procedures for the review and approval of certified recovery residences, including a process for requesting reasonable accommodations from local land use regulations that serve to prohibit the establishment of a certified recovery residence; and

WHEREAS, to comply with the January 1, 2026 statutory deadline, the Village Commission finds it necessary to create a new Division 4, "Reasonable Accommodation Procedures," within Chapter 4, "Administration and Enforcement," to establish procedures specifically applicable to certified recovery residences; and

WHEREAS, the Village intends to address general reasonable accommodation procedures applicable to all other residential and nonresidential uses at a later date, following adoption of the required provisions for certified recovery residences; and

WHEREAS, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and has recommended _____; and

WHEREAS, this Ordinance was duly noticed and presented to the Village Commission in two readings, with second reading conducted as the required public hearing on _____, 2025; and

WHEREAS, the Village Commission finds that this Ordinance is in the best interest of the public health, safety, and welfare of the Village's residents and visitors.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending Chapter 4 of the ULDC. That Chapter 4, "Administration and Enforcement," of the ULDC of North Bay Village, Florida, is hereby amended to read as set forth in Exhibit A attached hereto and incorporated herein.

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Codification. That it is the intention of the Village Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 5. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____, 2025.

PASSED AND ADOPTED on second reading on the ____ day of _____, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

First Reading:
Moved By: _____
Seconded By: _____

Second Reading:
Moved By: _____
Seconded By: _____

Vote on Final Adoption:
Mayor Rachel Streitfeld _____
Vice Mayor Goran Cuk _____
Commissioner Doris Acosta _____
Commissioner Richard Chervony _____
Commissioner Andrew Rotondaro _____

EXHIBIT A[1]

CHAPTER 4, ADMINISTRATION AND ENFORCEMENT

* * *

DIVISION 4, REASONABLE ACCOMODATION PROCEDURES

§ 4.20 – 4.24 [RESERVED].

§ 4.25 –Procedures for Certified Recovery Residences.

A. *Purpose*. This Section establishes procedures for the review and approval of certified recovery residences within the Village, including a process for certified recovery residences to request reasonable accommodations from any Village land use regulation that serves to prohibit the establishment of a certified recovery residence. The Village shall process requests for the establishment of certified recovery residences in accordance with the provisions of this section and applicable federal and state laws including, but not limited to, the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq, and Section 397.487(15)(a), Florida Statutes (collectively, the "Applicable Laws"). For purposes of this section only, any terms not defined in the ULDC shall have the same meanings set forth in Section 397.311, Florida Statutes.

B. *Application*.

a. A request to establish a certified recovery residence shall be submitted in writing to the Planning and Zoning Department Official on an application form approved by the Village. The application shall include any information necessary to process the request, including, at a minimum, the following:

(1) Name and contact information of the applicant or the applicant's authorized representative;

(2) Property address, parcel identification number, description of the property, and a survey of the property;

(3) Consent of the current owner of the subject property, if the applicant is not the owner of the subject property;

(4) A letter of intent identifying the existing zoning district of the property, including any previously approved conditions or modifications;

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

(5) Description of the accommodation requested and the specific regulation or policy from which relief is sought; and

(6) Confirm the general location of off-street parking.

b. The Village shall date-stamp each certified recovery residence application upon receipt. An application will be considered complete by the Department if it is submitted in the required form with all mandatory information and material. This provision does not preclude the identification and correction of information submitted by the applicant after an application is accepted.

C. *Decision Process.*

a. The Village must notify the applicant in writing within the first 30 calendar days after receipt of an application, whether additional information is required, and allow the applicant at least thirty (30) calendar days to respond.

b. If the applicant fails to respond to the request for additional information, the Planning and Zoning Department Official shall deny the request for relief upon the basis that it has been deemed abandoned and/or withdrawn. No further action by the Village concerning said relief request shall be required.

c. Within sixty (60) calendar days after receipt of a completed application, the Planning and Zoning Department Official must issue a final written determination on such application. The determination must:

i. Approve the request in whole or in part, with or without conditions; or

ii. Deny the request, stating with specificity the objective, evidence-based reasons for denial, and identifying any deficiencies or actions necessary for reconsideration.

d. If a final written determination is not issued within 60 days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

D. *Criteria.* The Village shall apply the following criteria in considering a reasonable accommodation request for establishing a certified recovery residence:

a. Whether the applicant has established that he/she, or the individual on whose behalf the application was submitted, is protected under applicable laws.

b. Whether the applicant has established that the requested accommodation is reasonable and necessary to afford the disabled individual an equal opportunity to use and enjoy the property.

c. Whether the requested accommodation would impose an undue financial or administrative burden on the Village.

d. Whether the requested accommodation would require a fundamental alteration in the nature of the land use and zoning regulations of the Village.

e. If applicable, whether alternative reasonable accommodations could provide an equivalent level of benefit.

f. That applicant adheres to all applicable state and federal laws relating to certified recovery residences and can demonstrate the same, inclusive of all required licensures or credentials for operation of a certified recovery residence.

g. That the licensed service provider must have a paid certified employee on call during the time when individuals are at a community housing location, if applicable.

h. That the certified recovery residence operating as Community Housing, which residence is actively managed by a certified recovery residence administrator approved for 100 residents under pursuant to Florida Statutes and is wholly owned or controlled by a licensed service provider electing to manage up to 150 residents, shall maintain a service provider personnel-to-patient ratio of 1 to 8 and an onsite supervision at the residence during times when residents are at the residence with a personnel-to-resident ratio of 1 to 10, for a Level IV certified recovery residence,

i. That the certified recovery residence operating as Community Housing, which residence is actively managed by a certified recovery residence administrator approved for 100 residents pursuant to Florida Statutes and is wholly owned or controlled by a licensed service provider electing to manage up to 300 residents, shall maintain a service provider personnel-to-patient ratio of 1 to 8 and maintain onsite supervision at the residence during times when residents are at the residence with a personnel-to-resident ratio of 1 to 6.

E. *Exhaustion required.* A request for relief under this section shall be required prior to any person filing a lawsuit based upon Applicable Laws. Completion of the relief procedures provided herein shall constitute the exhaustion of all administrative remedies available from the Village.

F. *Effect while pending.* While an application for relief or appeal of a decision of same is pending before the Village, the Village will not enforce the subject code, rules, policies, and procedures, except the Village may seek injunctive relief if an imminent threat to the health, safety and welfare of the public is present.

G. *Revocation.* The Planning and Zoning Department Official may revoke a granted accommodation of a certified recovery residence for cause, including, but not limited to, a violation of the conditions of approval or the lapse, revocation, or failure to maintain licensure required under this section, if not reinstated within 180 calendar days.

* * *

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: 12/16/2025	**Date Posted**: 12/2/2025	**Agenda Item Number**: 13B

Title of Proposed Ordinance:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE BY CREATING A NEW DIVISION 4, "REASONABLE ACCOMMODATION PROCEDURES" AND A NEW SECTION 4.25 RELATING TO REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Applicable Exemptions[2]:

This Business Impact Estimate is not required for ordinances that fall under the following exemptions:

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation.
- ☐ The proposed ordinance relates to the issuance or refinancing of debt.
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance.
- ☐ The proposed ordinance relates to procurement.
- ☐ The proposed ordinance is enacted to implement the following:
  - ☐ Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  - ☐ Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
  - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code

Summary of Proposed Ordinance and Statement of Public Purpose to be Served:

In 2025, the Florida Legislature adopted SB 954, signed into law as Chapter 2025-182, Laws of Florida, which requires local governments to establish procedures for the review and approval of certified recovery residences within their jurisdiction, including a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence.

The proposed ordinance amends Chapter 4 of the Village Unified Land Development Code to ensure compliance with the "Certified Recovery Residences" requirements in Section 397.487, Florida Statutes.

[1] This Business Impact Estimate is provided to comply with the requirements of Section 166.041(4), Florida Statutes. Please note that this Business Impact Estimate may be revised following its initial posting as new information or feedback becomes available.

[2] If one or more boxes are checked under this section, it indicates that the Town has determined that a business impact estimate is not required by state law for the proposed ordinance, but the Town is providing the business impact estimate as a courtesy.

Estimate of Direct Economic Impact on Private/For Profit Businesses:

a. Estimate of Direct Business Compliance Costs:

N/A

b. New Charges/Fees on Businesses Impacted:

N/A

c. Estimate of Regulatory Costs:

N/A

Good Faith Estimate of Number of Businesses Likely Impacted:

N/A

Any Additional Information:

N/A

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON DECEMBER 16, 2025, AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING, THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE BY CREATING A NEW DIVISION 4, "REASONABLE ACCOMMODATION PROCEDURES" AND A NEW SECTION 4.25, TO ESTABLISH PROCEDURES FOR CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 15.3 "SPECIFIC TO TRANSECT ZONES – KENNEDY BOULEVARD DISTRICT (KBD)" OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE TO PROVIDE FOR EXTENSIONS OF APPROVALS OF TEMPORARY STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

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Notice of Public Hearing - Regular Commission Meeting

North Bay Village | Publish Date: Dec 3, 2025

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ITEM NO. 14.A

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: December 16, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Andy Daro

SUBJECT: Discussion and Direction on Issuing a Notice to Condominiums to Open their Island Walks - Sponsored by Commissioner Andy Daro

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Rotondaro is requesting input from the Village Commission regarding the Village Island Walk.

The objective is to ensure that the Island Walk is safe, accessible, and maintained as a continuous public pedestrian path, consistent with Village Code, Development Agreements, and the North Bay Village Comprehensive Plan.

Enclosed for review is the proposed enforcement and maintenance plan.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
N/A

PERSONNEL IMPACT
None

ATTACHMENTS
Island Walk - Maintenance Plan.pdf

North Bay Village Island Walk
Enforcement & Maintenance Plan

Objective: To ensure that the Island Walk is safe, accessible, and maintained as a continuous public pedestrian path, consistent with Village Code, Development Agreements, and the North Bay Village Comprehensive Plan.

1. Background

The Island Walk is a designated public pedestrian promenade intended to provide waterfront access around Harbor Island (where applicable) and Treasure Island. Over time, some property owners have:

- Restricted access (locked gates, fencing, signage)
- Failed to maintain the public walkway
- Created obstructions or safety hazards

This plan establishes clear enforcement mechanisms to restore and preserve public access.

2. Goals

- Reclaim full public access to all eligible waterfront segments.
- Ensure compliance with development conditions requiring public walkway easements.
- Promote public safety and ADA accessibility.
- Establish consistent signage and maintenance standards.

3. Enforcement Strategy

Phase 1 – Review & Mapping (30 Days)

- **Responsible:** Planning & Code Compliance Department
- Review all properties bordering the Island Walk and identify:
- Parcels with recorded public easements
- Parcels with missing or obstructed public access
- Physical barriers (gates, fences, walls, signage)
- **Deliverable:** GIS-based Island Walk Access Map and compliance report.

Phase 2 – Legal & Notice (30–60 Days)

- **Responsible:** Village Attorney & Code Enforcement
- Send formal **Notices of Violation** or **Notice to Cure** to property owners obstructing public easements.
- Allow a **30-day compliance period** before citations or fines.

- For disputed access points, direct the Village Attorney to confirm easement language and file an enforcement action if necessary.

Phase 3 – Enforcement & Public Access Restoration (60–120 Days)

- Conduct inspections to ensure compliance.
- Remove unauthorized barriers through Village action (with cost recovery).
- Coordinate with Police for temporary access control during removals.
- Install consistent **Village-branded signage** at all public entry points:

"Public Access – North Bay Village Island Walk"

Phase 4 – Maintenance & Monitoring (Ongoing)

- Establish a Maintenance Responsibility between the Village and adjacent property owners.
- Conduct quarterly inspections for hazards, obstructions, or signage deterioration.
- Include walk segment updates in the Village's Public Works maintenance schedule.

4. Communication & Public Engagement

- Launch a public awareness campaign ("Walk the Island") to promote community use.
- Create a dedicated webpage and map on the Village website showing open segments.
- Encourage residents to report blockages via the NBV Connect app or Action Team email.

ITEM NO. 14.B

North Bay Village
Recommendation Memorandum

DATE: December 16, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Doris Acosta

SUBJECT: Discussion on Keeping the Village Design Lights On Year-Round - Sponsored by Commissioner Doris Acosta

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Acosta seeks the Village Commission's feedback on keeping the Village design lights *on* Year-Round.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

To be Determine

PERSONNEL IMPACT

None

SKETCH & LEGAL DESCRIPTION
PROPOSED FP&L CO. EASEMENT

SECTIONS 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST

EXHIBIT "A"

PROPERTY ADDRESS:

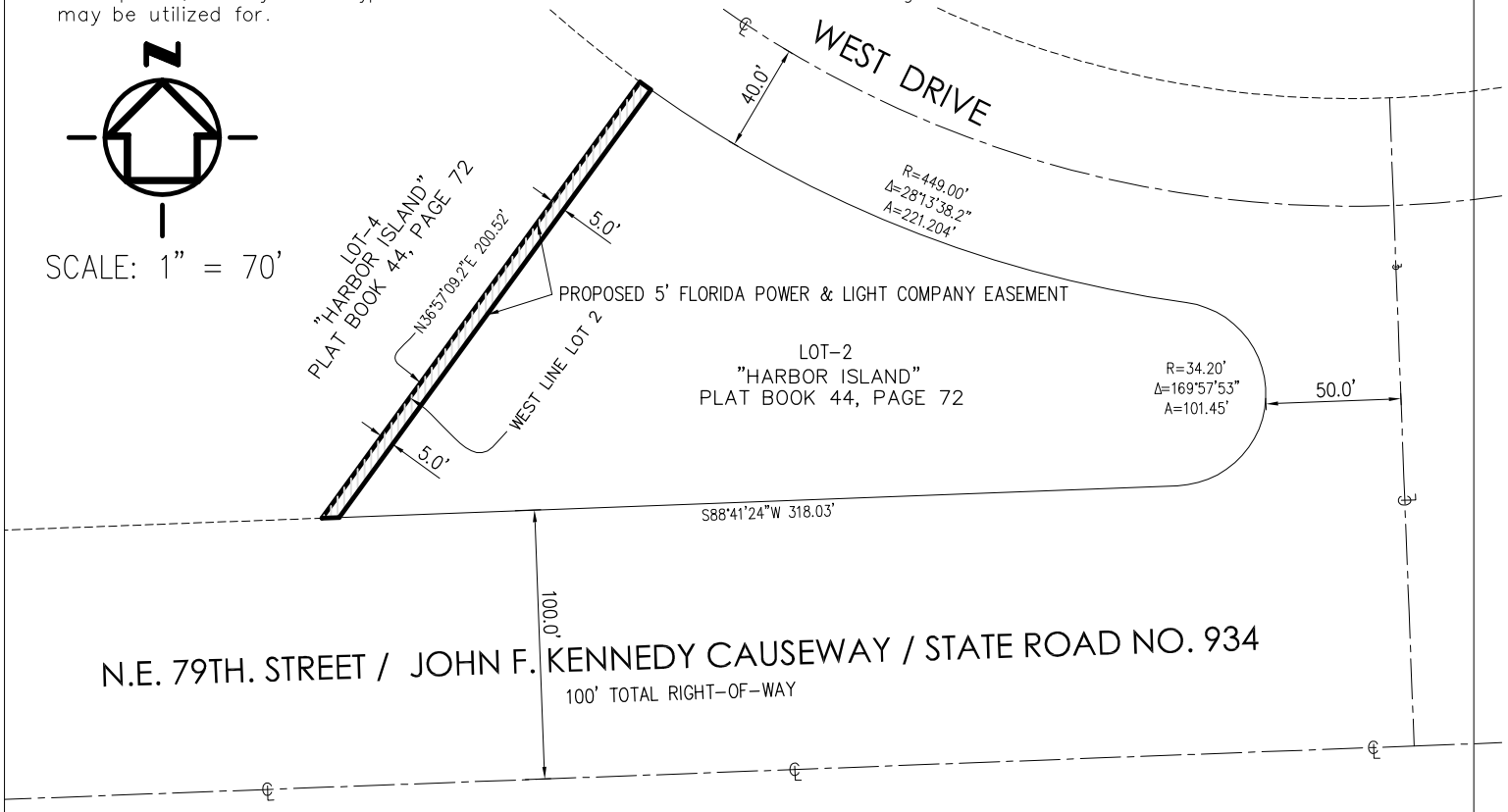
1335 – 79th. STREET CAUSEWAY, NORTH BAY VILLAGE, FLORIDA
Folio# 23–3209–001–0060 & 23–3209–001–0061

LEGAL DESCRIPTION:

The Westerly 5 feet of Lot 2 of "HARBOR ISLAND", according to the Plat thereof, as recorded in Plat Book 44, Page 72, of the Public Records of Miami–Dade County, Florida.
Said lands containing 993 square feet, more or less

SURVEYOR'S NOTES:

1) This is not a BOUNDARY SURVEY, but only a GRAPHIC DEPICTION of the description shown hereon.
2) North arrow and/or bearings hereon are based on an assumed meridian relative to true north.
3) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
4) There may be additional Restrictions not shown on this survey that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
5) No Title search has been performed to determine if there are any conflict existing or arising out of the creation of the Easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.



SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon.

I further certify that this survey was prepared in accordance with the applicable provisions of Chapter 5J–17, Florida Administrative Code.

ROYAL POINT LAND SURVEYORS, INC. LB #7282
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Date: 08/06/2025
Job Number: RP25–0495

NOTE: This Sketch is NOT A BOUNDARY SURVEY.

Digitally signed by Jacob Gomis
Date: 2025.08.06 10:15:54-04'00'

JACOB GOMIS
Professional Surveyor & Mapper
State of Florida Reg. No. 6231

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